



ZURICH



June 19, 2008

Honorable Michael T. McRaith
Director of Insurance
Illinois Department of Financial and
Professional Regulation
Division of Insurance
320 West Washington Street
Springfield, IL 62767-0001

FILED

OCT 01 2009

Attention: Mr. John Gatlin, Supervisor
Property and Casualty Compliance Unit

STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
SPRINGFIELD, ILLINOIS

Zurich North America

Head Office
1400 American Lane
Schaumburg, IL
60196-1056

Phone: 847-605-6000

Internet:
Cindy.schultz@zurichna.com

Reference: Medical Professional Liability

Adoption of ISO Medical Professional Liability 2008 Rule Revision

~~WITHDRAWN~~ Zurich American Insurance Company NAIC #212 16535 36-4233459 ✓
~~WITHDRAWN~~ American Guarantee and Liability Insurance Co. NAIC #212 26247 36-6071400 ✓
~~WITHDRAWN~~ American Zurich Insurance Company NAIC #212 40142 36-3141762 ✓
~~WITHDRAWN~~ Zurich American Insurance Company of Illinois NAIC #212 27855 36-2781080 ✓
~~WITHDRAWN~~ Maryland Casualty Company NAIC #212 19356 52-0403120 ✓
~~WITHDRAWN~~ Assurance Company of America NAIC #212 19305 13-6081895 ✓
~~WITHDRAWN~~ Northern Insurance Company of New York NAIC #212 19372 13-5283360 ✓
② Empire Fire and Marine Insurance Company NAIC 212-21326 47-6022701 ✓
Company Filing Number: CW-PR-26894

Dear Mr. Gatlin:

In accordance with the filing requirements of your state, please be advised that we wish to adopt ISO's 2008 Medical Professional Liability Rules Revision as outlined in ISO's Filing Designation Number PR-2007-ORU07.

We wish the effective date of this filing to be September 1, 2008.

Please feel free to contact us if you have any questions.

Sincerely,

Cindy L. Schultz

Cindy Schultz
Filing Analyst
Regulatory Services
(847) 762-7311
(847) 605-7768 (FAX)
www.cindy.schultz@zurichna.com

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Jeh



ZURICH

RECEIVED

JUL 21 2008

IDFPR (MPC)
DIVISION OF INSURANCE
SPRINGFIELD

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Director of Insurance
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320 West Washington Street
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Attention: Mr. John Gatlin, Supervisor
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American Zurich Insurance Company NAIC #212 40142
Zurich American Insurance Company of Illinois NAIC #212 27855
Maryland Casualty Company NAIC #212 19356
Assurance Company of America NAIC #212 19305
Northern Insurance Company of New York NAIC #212 19372
Empire Fire and Marine Insurance Company NAIC 212-21326
Company Filing Number: CW-PR-26894

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Filing Analyst
Regulatory Services
(847) 762-7311
(847) 605-7768 (FAX)
www.cindy.schultz@zurichna.com

Neuman, Gayle

From: Carole Amato [carole.amato@zurichna.com]
Sent: Monday, January 04, 2010 11:47 AM
To: Neuman, Gayle
Subject: Re: Fw: Empire Fire & Marine - Filing #CW-PR-26894

Please be advised that we request a filing effective date of 10/1/2009.

Sincerely,

Carole Amato

Cindy
Schultz/ZI/USA/Zu
rich
01/04/2010 08:07
AM
To
Carole Amato/ZI/USA/Zurich@Zurich
cc
Subject
Fw: Empire Fire & Marine - Filing
#CW-PR-26894

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

----- Forwarded by Cindy Schultz/ZI/USA/Zurich on 01/04/2010 08:07 AM -----

"Neuman, Gayle"
<Gayle.Neuman@ill
inois.gov>
To
"Cindy Schultz"
12/23/2009 02:15 PM <cindy.schultz@zurichna.com>
cc
Subject
RE: Empire Fire & Marine - Filing
#CW-PR-26894

Do you wish the filing to be effective December 23, 2009?

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Wednesday, December 23, 2009 2:14 PM
To: Neuman, Gayle
Cc: Carole Amato
Subject: Re: Empire Fire & Marine - Filing #CW-PR-26894

Dear Ms Neuman,

This filing has not been in effect. We were waiting approval.

Thank you,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Cindy Schultz"

12/23/2009 01:42 <cindy.schultz@zurichna.com>

PM

cc

Subject

Empire Fire & Marine - Filing

#CW-PR-26894

Ms. Schultz,

The Department has now completed its review of the filing referenced

above.

The Director signed off on this filing on December 23, 2009.

Originally,

Empire Fire and Marine requested the filing be effective October 1, 2009.

Was the filing put in effect on October 1, 2009? Your prompt response is appreciated.

Gayle Neuman

Illinois Department of Insurance

Property & Casualty Compliance

(217) 524-6497

Please refer to the Property & Casualty Review Checklists before submitting any filing. The checklists can be accessed through the Department's website at www.insurance.illinois.gov.

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intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail/telefax information is strictly prohibited and may result in legal

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Neuman, Gayle

From: Carole Amato [carole.amato@zurichna.com]
Sent: Friday, May 08, 2009 1:03 PM
To: Neuman, Gayle
Subject: RE: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Attachments: BASE RATES 1148 No Range.doc



BASE RATES 1148
No Range.doc (...)

Gayle,

To simplify the rating process, we have removed the range of base rates and provided a single base rate. Attached please find our revised rate page.

Carole

(See attached file: BASE RATES 1148 No Range.doc)

"Neuman, Gayle"
<Gayle.Neuman@illinois.gov>

To

"Carole Amato"
05/08/2009 11:10 AM <carole.amato@zurichna.com>
cc

Subject
RE: Empire Fire & Marine -
Rate/Rule Filing #CW-PR-26894

Carole,

So, this range is necessary because this cannot be addressed with the scheduled rating plan that is filed? Please explain.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Carole Amato [mailto:carole.amato@zurichna.com]
Sent: Thursday, May 07, 2009 3:39 PM
To: Neuman, Gayle
Subject: Re: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Gayle,

Please note that:

Our pricing established an average base rate of \$1,148 per unit. Our range is +/- 25% from that average. This range provides pricing flexibility that will allow us to more accurately rate accounts with slightly better or slightly worse risk than the average account.

Thank you for all the time and consideration you have given to this filing review.

Sincerely,

Carole Amato

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Carole Amato"

05/04/2009 02:25 <carole.amato@zurichna.com>

PM

cc

Subject

Empire Fire & Marine - Rate/Rule

Filing #CW-PR-26894

Ms. Amato,

Hopefully, this will be my last question. The manual indicates the base rate at 500/1500 per unit is \$861 to \$1,434. Please explain this range.

Your prompt attention is appreciated.

Gayle Neuman

Property & Casualty Compliance, Division of Insurance Illinois Department of Financial & Professional Regulation
(217) 524-6497

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COMMERCIAL LINES MANUAL
DIVISION SEVEN – MEDICAL PROFESSIONAL LIABILITY
ZURICH PROGRAMS – AMBULANCE PROGRAM
ALLIED HEALTHCARE PROVIDERS RATE PAGE

ILLINOIS

SECTION I
GENERAL RULES

ADDITIONAL RULE			
BASE RATES			
Base Rates Per Power Unit at 500/1500 Base Rate			
a.	Rate per Unit: \$861 - \$1,434		
b.	Discount factor applied to each unit		
	Number of Units	Factor	
	First 4	1.00	
	5 th to 19 th	0.87	
	20 th +	0.78	
Example:			
Policy with 25 power units, priced at mid-point of range			
	Units	Base	Total Premium
First 4	4	\$1148	\$4,592
5 th to 19 th	15	\$999	\$14,985
20 th +	6	\$895	\$5,370
Total	25	--	\$24,947

Neuman, Gayle

From: Carole Amato [carole.amato@zurichna.com]
Sent: Friday, May 01, 2009 10:46 AM
To: Neuman, Gayle
Subject: RE: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

The Premium installment rule is an interline rule that we also have applicable to this coverage and other coverages. The captive reference would not effect the Med Mal coverage. Hope this helps.

Carole

"Neuman, Gayle"
<Gayle.Neuman@illinois.gov>
05/01/2009 10:18 AM
Subject
RE: Empire Fire & Marine -
Rate/Rule Filing #CW-PR-26894

To
"Carole Amato"
<carole.amato@zurichna.com>
cc

Ms. Amato,

In regard to the Premium Installment Payment Plan, are you referring to captive agents? If so, why would that affect the plan offered to the insured?

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Carole Amato [mailto:carole.amato@zurichna.com]
Sent: Friday, May 01, 2009 10:05 AM
To: Neuman, Gayle
Subject: Re: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Ms. Neuman,

In response to your concerns please be advised:

1. Premium Installment Payments

Because of their unique nature, the Premium Installment Payments will not apply to Captives. In addition, we are not writing, and do not plan to write, medical professional liability under Captives.

2. Schedule Rating

"10%", and all percentages listed on the Schedule Rating Table, are stated as "Maximum Credits" or "Maximum Debits". Therefore, the percentage listed is the upper limit of the credit or debit to be applied. So "10%" means that you can apply any percentage from 0 to 10 as long as you don't exceed 10%, since that is the maximum.

3. Less Pages

Yes, all necessary manual pages are included.

Thank you for your time and consideration and hopefully we have answered all your concerns.

Sincerely,

Carole Amato

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Carole Amato"

04/30/2009 01:19 <carole.amato@zurichna.com>

PM

cc

Subject

Empire Fire & Marine - Rate/Rule

Filing #CW-PR-26894

Ms. Amato,

I have a few more questions for you to address.

1. On the page about the Premium Installment Payments (as no page numbering is provided), it states this rule does not apply to captives.
Please explain.

2. On the Schedule Rating Table, does "10%" mean 0 to 10 or just 10?

3. There seems to be less pages with your March 6, 2009 response. Is this all of the pages that are suppose to be in the manual?

I request receipt of your response by May 14, 2009.

Gayle Neuman
Property & Casualty Compliance, Division of Insurance Illinois Department of Financial & Professional Regulation
(217) 524-6497

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GAYLE.NEUMAN@ILLINOIS.GOV.

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Neuman, Gayle

From: Neuman, Gayle
Sent: Thursday, April 23, 2009 8:16 AM
To: 'Carole Amato'
Subject: RE: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Carole,

I have received your e-mail and will change the effective date accordingly.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Carole Amato [mailto:carole.amato@zurichna.com]
Sent: Thursday, April 23, 2009 8:00 AM
To: Neuman, Gayle
Subject: Fw: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Gayle,

We ask that the effective date for this file and use submission be amended from 9/1/09 to 10/1/2009. We realize that final review of this material will not be completed for some time.

Carole

----- Forwarded by Carole Amato/ZI/USA/Zurich on 04/23/2009 07:55 AM -----

Carole
Amato/ZI/USA/Zurich
To
gayle.neuman@illinois.gov
03/06/2009 01:43 PM
cc
Subject
Re: Fw: Empire Fire & Marine -
Rate/Rule Filing #CW-PR-26894
(Document link: Carole Amato)

Dear Ms. Neuman:

In response to your concerns of February 25, 2009 addressed to Cindy Schultz of my department, please find our revised Med Mal Manual for Empire Fire and Marine Insurance Company.

1. We are writing medical professional coverage specifically for allied healthcare with no territory specifications. The new manual reflects this.
2. The new manual does not reference ERP information as we are writing occurrence policies.

3. Yes, we have been reporting our statistics to, NAII, the National Association of Independent Insurers, for Empire Fire and Marine and for the last 30 years.

4. We have updated our manual with a revised installment payments rule specific to our Ambulance program to meet Illinois criteria for Med Mal.

We appreciate your time and consideration in reviewing our submission and hope that we have provided a document that meets Illinois Med Mal requirements.

Sincerely,

Carole Amato
847-413-5235

(See attached file: IL Med Mal Rules Manual final.pdf)

Cindy
Schultz/ZI/USA/Z
urich
02/25/2009 10:51
AM

To
Carole Amato/ZI/USA/Zurich@Zurich
cc

Subject
Fw: Empire Fire & Marine - Rate/Rule
Filing #CW-PR-26894

Carol - Please see the objection

----- Forwarded by Cindy Schultz/ZI/USA/Zurich on 02/25/2009 10:50 AM -----

"Neuman, Gayle"
<Gayle.Neuman@il
linois.gov>

To
"Cindy Schultz"
<cindy.schultz@zurichna.com>
cc

02/25/2009 10:42
AM

Subject
RE: Empire Fire & Marine - Rate/Rule
Filing #CW-PR-26894

Ms. Schultz,

We are in receipt of your e-mail dated February 23, 2009. Please address the following questions/issues:

1. In my July 21, 2008 e-mail, I asked if Empire to indicate which lines of medical professional liability coverage they were writing (i.e. physicians/surgeons, allied healthcare, dentist, hospital, etc.). I don't see where I received an answer to that. Then, in your February 23, 2009 response about having no territories, this became more obvious that you are submitting a manual for these various lines but obviously don't intend to sell coverage for all lines. Please clarify.
2. If Empire is only writing occurrence policies, why have you submitted information about the extended reporting period? The information should be corrected (if used) or deleted.
3. Your response indicated you report statistics to NAIL. Is that the National Association of Independent Insurers? I was not aware that they provided this service. Please advise.
4. In regard to the premium installment payments, where is the information about the other plans that you offer? It must be in the manual. Please indicate in the manual that there are no fees charged for installment payments and indicate the amount/percentage of the initial payment and installment payments. Additionally, Illinois requires installment plans be offered to all insureds whose annual premiums exceed \$500. This is contradicted on the exception page provided.

We request receipt of your response by March 6, 2009.

Gayle Neuman
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

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Neuman, Gayle

From: Carole Amato [carole.amato@zurichna.com]
Sent: Friday, March 06, 2009 1:43 PM
To: Neuman, Gayle
Subject: Re: Fw: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Attachments: IL Med Mal Rules Manual final.pdf



IL Med Mal Rules
Manual final....

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Sincerely,

Carole Amato
847-413-5235

(See attached file: IL Med Mal Rules Manual final.pdf)

Cindy
Schultz/ZI/USA/Z
urich

To
Carole Amato/ZI/USA/Zurich@Zurich
02/25/2009 10:51 cc
AM

Subject
Fw: Empire Fire & Marine - Rate/Rule
Filing #CW-PR-26894

Carol - Please see the objection

----- Forwarded by Cindy Schultz/ZI/USA/Zurich on 02/25/2009 10:50 AM -----

"Neuman, Gayle"
<Gayle.Neuman@il
linois.gov>

To

"Cindy Schultz"
02/25/2009 10:42 AM <cindy.schultz@zurichna.com>
cc

Subject

RE: Empire Fire & Marine - Rate/Rule
Filing #CW-PR-26894

Ms. Schultz,

We are in receipt of your e-mail dated February 23, 2009. Please address the following questions/issues:

1. In my July 21, 2008 e-mail, I asked if Empire to indicate which lines of medical professional liability coverage they were writing (i.e. physicians/surgeons, allied healthcare, dentist, hospital, etc.). I don't see where I received an answer to that. Then, in your February 23, 2009 response about having no territories, this became more obvious that you are submitting a manual for these various lines but obviously don't intend to sell coverage for all lines. Please clarify.
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Gayle Neuman
Property & Casualty Compliance, Division of Insurance Illinois Department of Financial & Professional Regulation
(217) 524-6497

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**Empire Fire and Marine Insurance Company
Medical Professional Liability Filing
Illinois Department of Financial & Professional Regulation Response**

1. You will need to submit an updated certification as the one provided does not have the FEIN for Empire Fire and Marine and there is an incorrect filing number.

The updated certification is included with this response.

2. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

← Empire Fire and Marine Insurance Company statistics for this coverage are reported to NAIL.

3. Pursuant to 50 Ill. Adm. Code 929, all companies writing medical liability insurance shall file with the Secretary or Director a plan to offer each medical liability insured the option to make premium payments, in at least quarterly installments. For purposes of this requirement, insurers may, but are not required to, offer such premium installment plans to insureds whose annual premiums are less than \$500, or for premium for any extension of a reporting period. Quarterly installment premium payment plans subject to this Section shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer may, but need not re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available. All quarterly installment premium payment plan provisions shall be contained in the filed rate and/or rule manual in a section entitled, "Quarterly Installment Option" or a substantially similar title. If the company uses a substantially similar title, the Rule Submission Letter must indicate the name of the section that complies with this requirement. All quarterly installment premium payment plans shall include the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards, as long as such plans have terms that are at least as or more favorable than those listed below.

We currently have an Agency Bill Payment Plan on file for Medical Professional Liability. We offer monthly, Bi-Monthly and Quarterly Installments.

- i) An initial payment of no more than 40% of the estimated total premium due at policy inception; *Our Payment Plan meets this requirement.*
- ii) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively; *Our Payment Plan meets this requirement.*
- iii) No interest charges; *Our Payment Plan meets this requirement.*
- iv) Installment charges or fees of no more than 1% of the total premium or \$25.00, whichever is less; *We do not charge fees of any kind*
- v) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.

We have added this provision as paragraph II to our Agency Bill Rule. A copy of the rule has been included for your review.

4. What is the minimum premium amount?

Attached please find our exception page with our proposed minimum premium amounts of \$250.

5. Provide the territory factors and the rates for the classifications.

There are no territory factors that apply in the rating of our proposed Medical Professional Liability rates. The rates applicable for all territories and classifications for Allied Health Care Providers Professional Liability Coverage in Illinois can be found on our proposed RATE PAGE. A rate per power unit is selected, with a discount factor applicable for 5 or more units.

6. Do you have any credits for part time, locum tenans, leave of absence or military leave?

We do not have any credits for the above individuals or situations.

7. The rate/rule manual must indicate that the extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. Additionally, it should list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium. The company must inform the insured of the extended reporting period premium at the time the last policy is purchased. The company may not wait until the insured requests purchase of the extended reporting period coverage to tell the insured what the premium will be or how the premium will be calculated.

We only have an Occurrence Coverage form on file and will only be writing occurrence policies. Therefore, an extended reporting period is not necessary.

Please let us know if you have any additional questions or concerns.

Neuman, Gayle

From: Cindy Schultz [cindy.schultz@zurichna.com]
Sent: Monday, February 23, 2009 1:41 PM
To: Neuman, Gayle
Subject: Re: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Attachments: Response memo pk.doc; IL Certification revised.pdf; IL Med Mal Agency Bill.pdf; Minimum premium - Rule 8.pdf



Response memo
pk.doc (48 KB)



IL Certification
revised.pdf (...)



IL Med Mal Agency
Bill.pdf (10...



imum premium -
Rule 8.pdf (...)

Dear Ms. Neuman,

Please see the documents regarding your objection.

(See attached file: Response memo pk.doc)

(See attached file: IL Certification revised.pdf)(See attached file: IL Med
Mal Agency Bill.pdf)(See attached file: Minimum premium - Rule 8.pdf)

Thank you,

Cindy Schultz
Regulatory Services Filing Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"
<Gayle.Neuman@ill
inois.gov>

To

"Cindy Schultz"
02/10/2009 10:36 AM <cindy.schultz@zurichna.com>
cc

Subject
Empire Fire & Marine - Rate/Rule
Filing #CW-PR-26894

Ms. Schultz,

I am reviewing the above referenced filing originally submitted in July, 2008. The submission is not acceptable for filing in Illinois due to the following issue(s):

1. You will need to submit an updated certification as the one provided does not have the FEIN for Empire Fire and Marine and there is an incorrect filing number.

2. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

3. Pursuant to 50 Ill. Adm. Code 929, all companies writing medical liability insurance shall file with the Secretary or Director a plan to offer each medical liability insured the option to make premium payments, in at least quarterly installments. For purposes of this requirement, insurers may, but are not required to, offer such premium installment plans to insureds whose annual premiums are less than \$500, or for premium for any extension of a reporting period. Quarterly installment premium payment plans subject to this Section shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer may, but need not re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available. All quarterly installment premium payment plan provisions shall be contained in the filed rate and/or rule manual in a section entitled, "Quarterly Installment Option" or a substantially similar title. If the company uses a substantially similar title, the Rule Submission Letter must indicate the name of the section that complies with this requirement. All quarterly installment premium payment plans shall include the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards, as long as such plans have terms that are at least as or more favorable than those listed below.

i) An initial payment of no more than 40% of the estimated total premium due at policy inception;

ii) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively;

iii) No interest charges;

iv) Installment charges or fees of no more than 1% of the total premium or \$25.00, whichever is less;

v) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.

4. What is the minimum premium amount?

5. Provide the territory factors and the rates for the classifications.

6. Do you have any credits for part time, locum tenans, leave of absence or military leave?

7. The rate/rule manual must indicate that the extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. Additionally, it should list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium. The company must inform the insured of the extended reporting period premium at the time the last policy is purchased. The company may not wait until the insured requests purchase of the extended reporting period coverage to tell the insured what the premium will be or how the premium will be calculated.

We request receipt of your response by February 24, 2009.
Gayle Neuman

Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

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***** PLEASE NOTE *****

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COMMERCIAL LINES MANUAL
DIVISION SEVEN – MEDICAL PROFESSIONAL LIABILITY
EXCEPTION PAGE

ILLINOIS

SECTION I
GENERAL RULES

ADDITIONAL RULE AGENCY BILL – PREMIUM INSTALLMENT PAYMENTS ALL LINES EXCEPT WORKERS COMPENSATION	
I.	The premium for any policy is due and payable at the beginning of the policy period, unless the policy is issued on an installment payment basis in accordance with the following rule:
A.	An initial payment is due at inception, with the remainder payable in no more than nine equal installment(s).
B.	The minimum premium required to be eligible for installment payments is \$2,500 on an account basis.
II.	Additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are not remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.
III.	This rule does not apply to workers compensation or captives.

COMMERCIAL LINES MANUAL
DIVISION SEVEN – MEDICAL PROFESSIONAL LIABILITY
EXCEPTION PAGE

SECTION I
GENERAL RULES

RULE 8.		
POLICYWRITING MINIMUM PREMIUM		
Paragraphs 8.B.1 and 8.C.1 are replaced with the following:		
B.1.	Prepaid Policies	\$250
C.1.	Annual Premium Payment Plan Policies Or Continuous Policies	\$250

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(216 ILCS 6/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Cheung Kwan, AVP, FCAS, a duly authorized officer
of Empire Fire and Marine Insurance Co., am authorized to certify
on behalf of the Company making this filing that the company's rates are based on sound
actuarial principles and are not inconsistent with the company's experience, and that I am
knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the
subject of this filing.

I, Cheung Kwan AVP, FCAS, a duly authorized actuary
of Empire Fire and Marine Insurance Co. am authorized to certify
on behalf of Empire Fire & Marine Insurance Co. making this filing that the company's rates are
based on sound actuarial principles and are not inconsistent with the company's
experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the
policy rates that are the subject of this filing.

CK AVP 2-24-09
Signature and Title of Authorized Insurance Company Officer Date

CK FCAS 2-24-09
Signature, Title and Designation of Authorized Actuary Date

Insurance Company FEIN 47-6022701 Filing Number CW PR 26894

Insurer's Address 1400 American Lane

City Schaumburg State IL Zip Code 60196

Contact Person's:

-Name and E-mail Carole Amato - carole.amato@zurichna.com

-Direct Telephone and Fax Number Phone 847-413-5235 FAX 847-605-7768

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Cheung Kwan, AVP, FCAS, a duly authorized officer of Empire Fire and Marine Insurance Co., am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing

I, Cheung Kwan, AVP, FCAS, a duly authorized actuary of Empire Fire & Marine Insurance Co.) making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

Cheung Kwan, AVP, FCAS 6-23-08
Signature and Title of Authorized Insurance Company Officer Date

Cheung Kwan, AVP, FCAS 6-23-08
Signature, Title and Designation of Authorized Actuary Date

Insurance Company FEIN 73 - 6091717 Filing Number CW PR 27261

Insurer's Address 1400 American Lane

City Schaumburg State IL Zip Code 60196

Contact Person's:

-Name and E-mail Carole Amato - carole.amato@zurichna.com

-Direct Telephone and Fax Number Phone 847-413-5235 FAX 847-605-7768

Neuman, Gayle

From: Neuman, Gayle
Sent: Tuesday, February 10, 2009 10:36 AM
To: 'Cindy Schultz'
Subject: Empire Fire & Marine - Rate/Rule Filing #CW-PR-26894

Ms. Schultz,

I am reviewing the above referenced filing originally submitted in July, 2008. The submission is not acceptable for filing in Illinois due to the following issue(s):

1. You will need to submit an updated certification as the one provided does not have the FEIN for Empire Fire and Marine and there is an incorrect filing number.
2. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?
3. Pursuant to 50 Ill. Adm. Code 929, all companies writing medical liability insurance shall file with the Secretary or Director a plan to offer each medical liability insured the option to make premium payments, in at least quarterly installments. For purposes of this requirement, insurers may, but are not required to, offer such premium installment plans to insureds whose annual premiums are less than \$500, or for premium for any extension of a reporting period. Quarterly installment premium payment plans subject to this Section shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer may, but need not re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available. All quarterly installment premium payment plan provisions shall be contained in the filed rate and/or rule manual in a section entitled, "Quarterly Installment Option" or a substantially similar title. If the company uses a substantially similar title, the Rule Submission Letter must indicate the name of the section that complies with this requirement. All quarterly installment premium payment plans shall include the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards, as long as such plans have terms that are at least as or more favorable than those listed below.
 - i) An initial payment of no more than 40% of the estimated total premium due at policy inception;
 - ii) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively;
 - iii) No interest charges;
 - iv) Installment charges or fees of no more than 1% of the total premium or \$25.00, whichever is less;
 - v) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.
4. What is the minimum premium amount?
5. Provide the territory factors and the rates for the classifications.
6. Do you have any credits for part time, locum tenans, leave of absence or military leave?
7. The rate/rule manual must indicate that the extended reporting period (tail coverage) premium must be priced

2/10/2009

as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. Additionally, it should list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium. The company must inform the insured of the extended reporting period premium at the time the last policy is purchased. The company may not wait until the insured requests purchase of the extended reporting period coverage to tell the insured what the premium will be or how the premium will be calculated.

We request receipt of your response by February 24, 2009.

Gayle Neuman
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

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Gayle.Neuman@illinois.gov

Neuman, Gayle

From: Cindy Schultz [cindy.schultz@zurichna.com]
Sent: Thursday, July 10, 2008 3:39 PM
To: Neuman, Gayle
Subject: RE: Filing #CW-PR-26894

Attachments: IL Med Mal Rules Manual.pdf; IL Med Mal Certification.pdf



IL Med Mal Rules
Manual.pdf (7...



IL Med Mal
Certification.pdf (...)

Dear Ms. Neuman,

Please see our entire manual that is attached. If you have any other questions, please feel free to ask.

(See attached file: IL Med Mal Rules Manual.pdf)(See attached file: IL Med Mal Certification.pdf)

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"
<Gayle.Neuman@illinois.gov>

To

"Cindy Schultz"
06/24/2008 07:33 AM <cindy.schultz@zurichna.com>
cc

Subject
RE: Filing #CW-PR-26894

You can just e-mail it.

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Tuesday, June 24, 2008 7:31 AM
To: Neuman, Gayle
Subject: Re: Filing #CW-PR-26894

Dear Ms. Neuman,

Please let me know if I can email the entire manual and do I need to mail it.

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

<cindy.schultz@zurichna.com>

06/23/2008 12:56

cc

PM

Subject

Filing #CW-PR-26894

Ms. Schultz,

We are in receipt of your letter dated June 19, 2008 referencing the above file number asking to adopt ISO's medical professional liability rule revision. ISO does not file rules with us - only forms. Therefore, you are required to submit your entire manual in paper as we do not accept medical professional liability filings via SERFF.

Your prompt attention is appreciated.

Gayle Neuman

Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

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IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE DESTROY IT AND NOTIFY US BY SENDING AN E-MAIL TO: Gayle.Neuman@illinois.gov

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Neuman, Gayle

From: Neuman, Gayle
Sent: Friday, July 11, 2008 8:13 AM
To: 'Cindy Schultz'
Subject: RE: Filing #CW-PR-26894

Ms. Schultz,

We will need an updated cover page indicating the FEIN for each company listed. Additionally, as each company will have a paper manual, please send a copy of the manual for each insurer in the mail.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Thursday, July 10, 2008 3:39 PM
To: Neuman, Gayle
Subject: RE: Filing #CW-PR-26894

Dear Ms. Neuman,

Please see our entire manual that is attached. If you have any other questions, please feel free to ask.

(See attached file: IL Med Mal Rules Manual.pdf)(See attached file: IL Med Mal Certification.pdf)

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"
<Gayle.Neuman@illinois.gov>

To

"Cindy Schultz"
06/24/2008 07:33 AM <cindy.schultz@zurichna.com>
cc

Subject
RE: Filing #CW-PR-26894

You can just e-mail it.

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]

Sent: Tuesday, June 24, 2008 7:31 AM

To: Neuman, Gayle

Subject: Re: Filing #CW-PR-26894

Dear Ms. Neuman,

Please let me know if I can email the entire manual and do I need to mail it.

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

<cindy.schultz@zurichna.com>

06/23/2008 12:56

cc

PM

Subject

Filing #CW-PR-26894

Ms. Schultz,

We are in receipt of your letter dated June 19, 2008 referencing the above file number asking to adopt ISO's medical professional liability rule revision. ISO does not file rules with us - only forms. Therefore, you are required to submit your entire manual in paper as we do not accept medical professional liability filings via SERFF.

Your prompt attention is appreciated.

Gayle Neuman

Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

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Neuman, Gayle

From: Carole Amato [carole.amato@zurichna.com]
Sent: Tuesday, August 05, 2008 1:47 PM
To: Neuman, Gayle
Subject: Rate/Rule Filing # CW PR 26894

Ms. Neuman,

In response to your concerns addressed to Cindy Schultz regarding this submission and its applicability to medical malpractice, it is our intent to comply with the ISO change from Professional Liability to Medical Professional line of business. As such, we determined that our Ambulance program fell not under Med Prof but under Med Mal. While we are using the ISO forms we are using our proprietary rates and exception rules in addition to ISO rules.

The owners of this product have determined to rate the program based on ambulance calls and per power unit but in fact we are covering the attendants who respond on ambulance calls and who will render medical treatment within the scope of their training. The people who render this treatment receive specific professional training which goes far beyond driving and are in need of specialized professional coverage for alleged errors in the medical treatment.

If you determine that our coverage is in fact not considered Med Mal in Illinois, then we will submit the coverage as Medical Professional.

Please do not hesitate to give me a call. I will be happy to try to bring this filing to resolution.

Sincerely,

Carole Amato
847-413-5235

***** PLEASE NOTE *****

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Neuman, Gayle

From: Neuman, Gayle
Sent: Monday, August 04, 2008 11:08 AM
To: 'Cindy Schultz'
Subject: RE: FW: Rate/Rule Filing #CW-PR-26894

Ms. Schultz,

The attachment provided does not appear to have anything to do with medical malpractice coverage as it refers to "calls" and "per power unit". Please review and advise.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Friday, August 01, 2008 1:11 PM
To: Neuman, Gayle
Subject: RE: FW: Rate/Rule Filing #CW-PR-26894

Ms. Neuman,

Please see the attached.

(See attached file: IL MPL Response.doc)

Thank You
Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"
<Gayle.Neuman@illinois.gov>
"Cindy Schultz"
07/31/2008 01:32 PM
To
<cindy.schultz@zurichna.com>
cc
Subject
RE: FW: Rate/Rule Filing
#CW-PR-26894

Ms. Schultz,

We request you submit additional rating information such as the base premium and the territory factors along with all other information that

is or may be used to determine the premium charged by Empire Fire and Marine.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Thursday, July 31, 2008 9:30 AM
To: Neuman, Gayle
Cc: Cheryl A Nelson
Subject: RE: FW: Rate/Rule Filing #CW-PR-26894

Ms. Neuman,

Per your phone conversation with Cheryl Nelson, with would like to withdraw
all companies except for Empire Fire and Marine Insurance Company.

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Cindy Schultz"

07/25/2008 11:01 <cindy.schultz@zurichna.com>

AM

cc

Subject

RE: FW: Rate/Rule Filing

#CW-PR-26894

Ms. Schultz,

We require a certification for each company for which you are submitting a filing. We have other companies that submit filing after filing although they don't currently write any business - but regardless, a certification is required. Therefore, you will need to submit the additional certifications or withdraw the filing for specific companies on the cover letter.

Your prompt attention is appreciated.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Friday, July 25, 2008 8:29 AM
To: Neuman, Gayle
Subject: Re: FW: Rate/Rule Filing #CW-PR-26894

Ms. Neuman,

At this time we are booking business for Empire Fire and Marine Insurance Company only. We have included the remaining companies in this submission to assure that the manual is on file for ZAIC, AG, AZ and ZAI; we will certainly submit exception pages to the state when and if we are ready to implement coverage under these companies and at that time submit the required certification. The certification was submitted to you for EFM.

Stat agent for Empire is : NAII
Stat agent for Zurich is: ISO

Lines of Coverage: Allied Health Care

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Cindy Schultz"

07/21/2008 01:17 <cindy.schultz@zurichna.com>

PM

cc

Subject

FW: Rate/Rule Filing #CW-PR-26894

Ms. Schultz,

Additionally, 215 ILCS 5/155.18 states it shall be certified in this filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience. Therefore, we will need a certification for each company listed.

Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If a statistical agency is used, please indicate which one?

From: Neuman, Gayle
Sent: Monday, July 21, 2008 1:15 PM
To: 'Cindy Schultz'
Subject: Rate/Rule Filing #CW-PR-26894

Ms. Schultz,

We are in receipt of a copy of the manuals for each company. Please indicate all the lines of coverage this filing will apply to such as physicians/surgeons, allied healthcare, dentist, hospital, etc. We are unsure if you will write all that are listed in the ISO manual.

Thank you for your prompt attention.

Gayle Neuman

Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements

Checklists.

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Neuman, Gayle

From: Cindy Schultz [cindy.schultz@zurichna.com]
Sent: Friday, August 01, 2008 1:11 PM
To: Neuman, Gayle
Subject: RE: FW: Rate/Rule Filing #CW-PR-26894

Attachments: IL MPL Response.doc



IL MPL
esponse.doc (35 K

Ms. Neuman,

Please see the attached.

(See attached file: IL MPL Response.doc)

Thank You
Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"
<Gayle.Neuman@illinois.gov>
To
"Cindy Schultz"
07/31/2008 01:32 PM
<cindy.schultz@zurichna.com>
cc
Subject
RE: FW: Rate/Rule Filing
#CW-PR-26894

Ms. Schultz,

We request you submit additional rating information such as the base premium and the territory factors along with all other information that is or may be used to determine the premium charged by Empire Fire and Marine.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]

Sent: Thursday, July 31, 2008 9:30 AM
To: Neuman, Gayle
Cc: Cheryl A Nelson
Subject: RE: FW: Rate/Rule Filing #CW-PR-26894

Ms. Neuman,

Per your phone conversation with Cheryl Nelson, with would like to
withdraw
all companies except for Empire Fire and Marine Insurance Company.

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Cindy Schultz"

07/25/2008 11:01 <cindy.schultz@zurichna.com>

AM

cc

Subject

RE: FW: Rate/Rule Filing

#CW-PR-26894

Ms. Schultz,

We require a certification for each company for which you are submitting
a filing. We have other companies that submit filing after filing
although they don't currently write any business - but regardless, a
certification is required. Therefore, you will need to submit the

additional certifications or withdraw the filing for specific companies on the cover letter.

Your prompt attention is appreciated.

Gayle Neuman
Division of Insurance

-----Original Message-----

From: Cindy Schultz [mailto:cindy.schultz@zurichna.com]
Sent: Friday, July 25, 2008 8:29 AM
To: Neuman, Gayle
Subject: Re: FW: Rate/Rule Filing #CW-PR-26894

Ms. Neuman,

At this time we are booking business for Empire Fire and Marine Insurance Company only. We have included the remaining companies in this submission to assure that the manual is on file for ZAIC, AG, AZ and ZAI; we will certainly submit exception pages to the state when and if we are ready to implement coverage under these companies and at that time submit the required certification. The certification was submitted to you for EFM.

Stat agent for Empire is : NAII
Stat agent for Zurich is: ISO

Lines of Coverage: Allied Health Care

Thank You,

Cindy Schultz
Regulatory Services Analyst
Zurich North America
Phone: 847-762-7311

"Neuman, Gayle"

<Gayle.Neuman@ill

inois.gov>

To

"Cindy Schultz"

07/21/2008 01:17 <cindy.schultz@zurichna.com>

PM

cc

Subject

FW: Rate/Rule Filing #CW-PR-26894

Ms. Schultz,

Additionally, 215 ILCS 5/155.18 states it shall be certified in this filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience. Therefore, we will need a certification for each company listed.

Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If a statistical agency is used, please indicate which one?

From: Neuman, Gayle
Sent: Monday, July 21, 2008 1:15 PM
To: 'Cindy Schultz'
Subject: Rate/Rule Filing #CW-PR-26894

Ms. Schultz,

We are in receipt of a copy of the manuals for each company. Please indicate all the lines of coverage this filing will apply to such as physicians/surgeons, allied healthcare, dentist, hospital, etc. We are unsure if you will write all that are listed in the ISO manual.

Thank you for your prompt attention.

Gayle Neuman

Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

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Empire's Professional Liability rates were based on a competitor filing, that of First American Insurance Company ("First American"). First American's filed rate for Occurrence-based claims in California is \$25.65 per 100 calls for 0 – 7,500 calls per year. Most other rates for Transportation programs within Empire are on a 'per power unit' basis, so we converted the charge per 100 calls to base rate per power unit. To do so, we took a sampling of policies under our current Ambulance program to determine that, on average, our agencies providing this coverage would receive an average of 10 calls per day, 6 days per week.

$\$25.65/100 \text{ calls} = \$0.2565 \text{ rate per call}$
 $10 \text{ calls/day} \times 6 \text{ days/week} \times 52 \text{ weeks} = 3120 \text{ calls/year}$
 $3120 \text{ calls/year} \times \$0.2565 \text{ rate per call} = \800.28

Given that the filed rate for First American was for the state of California, we assumed that costs for Illinois were a fraction of those in California, and therefore reduced the \$800 rate by a factor of 0.875, developing a rate of \$700 for \$100/\$300 liability limits. With the recent change in the ISO basic limits from \$100/\$300 to \$500/\$1500, we adjusted our base rate accordingly from \$700 to \$1148 ($\$700 / 0.61 = \1148).

\$1148 is the midpoint of the range for the first 4 units, or the equivalent of the First American rate of \$25.65 for 0 – 7,500 calls per year. First American's filed rates for 7,501 – 50,000 and 50,001+ calls per year are \$22.31 and \$20.07, respectively. We used the relativities between these rates and the 'base' rate of \$25.65 (0.87 and 0.78) as our relativities for our 5th to 19th units and our 20th+ units.

We are filing a range of base rates to provide more flexibility in the rating process. Our pricing originally established an average base rate of \$700 per unit, which we have increased to \$1148 per unit to adjust for ISO's change in the base rate from a \$100/\$300 limit to a \$500/\$1500 limit. Our range is +/- 25% from that average. This flexibility will allow us to more accurately rate accounts with slightly better or slightly worse risk than the average account.

Size considerations prompted a grading of the unit rate by number of units. Larger accounts will receive a discount off the per unit base rate.

COMMERCIAL LINES MANUAL
DIVISION SEVEN – MEDICAL PROFESSIONAL LIABILITY
ZURICH PROGRAMS – AMBULANCE PROGRAM
SCHEDULE RATING PLAN
ALLIED HEALTHCARE PROVIDERS RATING PLAN PAGE

ILLINOIS

The risk may be further modified in accordance with the following schedule rating tables to reflect such characteristics of the risk as are not reflected in the experience.			
SCHEDULE RATING TABLE			
Risk Characteristics		Range of Modification	
		Maximum Credit	Maximum Debit
A. Management:			
	Superior senior management as evidenced by professional designations, post-graduate academic degrees, etc.	10%	
	Lack of expected procedures and processes regarding medical reviews, reviews of patient care and safety, and incident report.		25%
B. Employees			
	Lower than normal turnover of professional staff and higher than normal average years of experience for professional staff.	10%	
	Higher than normal turnover of professional staff and lower than normal average years of experience for professional staff.		10%
C. Professional Procedures			
	Documentation of required professional procedures that go beyond normal standards.	10%	
	Lack of documentation for professional procedural standards.		25%
D. Education and Training:			
	Existence of a continuing education program for professional employees that exceeds state requirements.	10%	
	Lack of a continuing education program that meets state requirements.		25%
E. Accreditations:			
	Accreditation by Commission On Accreditation of Ambulance Services	5%	0%
F. Equipment:			
	Use of superior quality equipment and adherence to manufacturers suggested maintenance program.	10%	
	Use of lower quality equipment and lack of preventive maintenance program.		10%
G. Loss Prevention:			
	Compliance with any insurance company loss prevention recommendations when made.	5%	
	Failure to comply with insurance company recommendations.		10%
H. Nonstandard Professional Exposures			
	Regular operation under circumstances which are unusual for an ambulance operation which increase professional exposure.	0%	15%
Maximum Credit/Debit No Min or Max%			
This applies only to the companies listed in this table: Empire Fire and Marine Insurance Company			

Empire Fire and Marine Insurance Company

NAIC 212-21326

FEIN 47-6022701

Illinois Med Mal Rules Manual

Edition 9-01-2008

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DEPARTMENT OF INSURANCE
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INDEX
Empire Fire and Marine Insurance Company

- ISO General Rules
 - Company Exceptions to ISO General Rules
- ISO Coverage Rules
 - Company exceptions to ISO Coverage Rules
- Company Schedule Rating Plan

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SPRINGFIELD, ILLINOIS

General Rules:

- Rule 1-Application of This Division
- Rule 2-Referrals to Company
- Rule 3-Effective Date
- Rule 4-Policy Term
- Rule 5-Premium Computation
- Rule 6-Factors or Multipliers
- Rule 7-Rounding Procedure
- Rule 9-Additional Premium Changes
- Rule 10-Return Premium Changes
- Rule 11-Policy Cancellations
- Rule 12-Forms Portfolio Reference
- Rule 14-Resident Agent Countersignature
- Rule 15-Special Rule for Individual Risk Situations
- Rule 16-Basic Limits
- Rule 17-Increased Limits Tables
- Rule 18-Deductibles
- Rule 19-Premium Determination
- Rule 20-Description of Additional Optional Endorsements

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**COMMERCIAL LINES MANUAL
DIVISION SEVEN
MEDICAL PROFESSIONAL LIABILITY**

RULE 1. APPLICATION OF THIS DIVISION

A. Contents

Division Seven contains the rules, rating procedures, state exceptions and may contain individual company rates for the following liability coverages:

1. Hospital Professional Liability Coverage
2. Physicians, Surgeons And Dentists Professional Liability Coverage
3. Allied Health Care Providers Professional Liability Coverage
4. Blood Banks Professional Liability Coverage
5. Diagnostic Testing Laboratories Professional Liability Coverage
6. Optometrists Professional Liability Coverage
7. Veterinarian Professional Liability Coverage

B. Sections

This Division is divided into separate Sections for:

1. Section I – General Rules
2. Section II – Coverage Rules
3. Rating Relativities And Factors
4. Classification Table

C. Rule Exceptions

Refer to state exceptions for any exception to the rules in this division.

D. Company Rates/ISO Loss Costs

1. ISO does not distribute either rates or loss costs for this division. Insurers will individually distribute either loss costs with their own adjustment factors or their individual company rates. A loss cost is that portion of the premium which covers only losses and the costs associated with settling losses.
2. All rules in this division are designed to be utilized with rates. All references in the rules and examples to rates and/or premiums (including base premiums) shall be interpreted to mean those established by the individual insurance company. Refer to company for specific instructions and procedures and rates.

E. Statistical Codes

Most statistical codes are shown with the state company rates or in the specific rules. For statistical codes not shown, refer to the General Liability module of the Commercial Statistical Plan, using the Medical Professional Liability subline.

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RULE 2. REFERRALS TO COMPANY

Refer to company for:

A. Any applicable rating plan modification.

B. Rating or classifying any risk or exposure for which there is no manual rate or applicable classification.

Rates shall not be inadequate, excessive or unfairly discriminatory. (For other refer-to-company situations, see Rule 15. Special Rule For Individual Risk Situations.)

Companies should maintain complete files, including all details of the factors used in determining the rate or classification for a particular risk and make these files available to state regulators on request. Such rates or classifications need not be filed with the state regulator.

The second paragraph of Paragraph B. shall not apply when a company has developed or prepared a manual or schedule of rates which includes a classification applicable to a risk being written. To the extent that filing requirements apply to such a manual or schedule of rates, they must be followed.

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RULE 3. EFFECTIVE DATE

The date shown on the bottom of the manual page is a printing date and not necessarily the effective date. The effective date, if any, will be announced on the Notice to Manualholders accompanying new or revised manual pages.

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RULE 4. POLICY TERM

A. Policies may be written for a specific term up to three years or on a continuous basis.

B. A policy may be renewed by renewal certificates. When renewal certificates are used, they must conform in every respect to current rules, rates and forms at the time of renewal.

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RULE 5. PREMIUM COMPUTATION

A. Prepaid Policies

1. Compute the premium using the annual rates in effect at policy inception multiplied by the policy term expressed in years (term factor). Refer to Table 5.A.1.(RF) for the appropriate term factor.
2. If the term of the policy is less than one year, multiply the premium determined in Paragraph 1. by the factor shown in Table 5.A.2.(RF) unless the policy is issued to obtain anniversary dates common with other policies.

B. Continuous And Annual Premium Payment Plan Policies

1. Compute the premium for each annual payment on the basis of the annual rates in effect on each anniversary date of the policy.

If the estimated annual premium is less than \$500, the rate and premium adjustment for a policy written for a period of more than one year may be deferred until termination of the policy.
2. Prorate the premium in Paragraph 1. when the policy is issued for other than a whole number of years.

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RULE 6. FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified.

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RULE 7. ROUNDING PROCEDURE

A. Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five-tenths or more of a mill shall be considered one mill. For example, .1245 = .125.

B. Premium

Round the premium for each coverage for which a separate premium is calculated to the nearest whole dollar. Round a premium involving \$.50 or over to the next higher whole dollar.

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MEDICAL PROFESSIONAL LIABILITY**

RULE 9. ADDITIONAL PREMIUM CHANGES

A. Calculation Of Premium

1. Prorate all changes requiring additional premium.
2. Apply the rates and rules in effect on the effective date of the policy, or, if the change is made after an anniversary date of the policy, apply the rates and rules in effect on that anniversary date. The additional premium developed is in addition to any applicable policywriting minimum premium.

B. Waiver Of Premium

1. Additional premiums at or below a specified amount may be waived. Refer to company for the maximum amount to be waived.
2. This waiver applies only to that portion of the premium due on the effective date of the policy change.

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RULE 10. RETURN PREMIUM CHANGES

A. Premium Computation

1. Compute return premium at the rates used to calculate the policy premium.
2. Compute return premium pro rata and round to the next higher whole dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the policywriting minimum premium.

B. Waiver Of Premium

1. Return premiums at or below a specified amount may be waived. Refer to company for the maximum amount to be waived.
2. This waiver applies only to that portion of the return premium due on the effective date of the policy change.
3. Any return premium due the insured must be granted if the insured requests it.

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RULE 11. POLICY CANCELLATIONS

A. Pro Rata Calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the company's request.
2. Because the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.
3. And rewritten in the same company or company group.
4. After the first year for a prepaid policy written for a term of more than one year.

B. Other Calculations

If Paragraph A. does not apply, compute the return premium as follows:

1. Continuous And Annual Premium Payment Policies

Compute return premium by applying the factor shown in Table 11.B.(RF) to the pro rata unearned premium for the one year or annual installment period and round to the next higher whole dollar.

2. Prepaid Policies

If cancelled during the first year, compute the return premium by applying the factor shown in Table 11.B.(RF) to the pro rata unearned premium for the first year, plus the full annual premium for the subsequent years and round to the next higher whole dollar.

3. Policies With Term Less Than One Year

Compute return premium by applying the factor shown in Table 11.B.(RF) to the pro rata unearned premium and round to the next higher whole dollar.

C. Retention Of Policywriting Minimum Premium

Retain the policywriting minimum premium when return premium is calculated under Paragraph B. except when a policy is cancelled as of the inception date.

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**RULE 12.
FORMS PORTFOLIO REFERENCE**

Refer to the forms portfolio for information on:

- A. Sample forms; and
- B. Applicability and edition dates of forms.

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**COMMERCIAL LINES MANUAL
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EXCEPTION PAGES**

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**RULE 14.
RESIDENT AGENT COUNTERSIGNATURE**

This rule does not apply.

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**COMMERCIAL LINES MANUAL
DIVISION SEVEN
MEDICAL PROFESSIONAL LIABILITY**

RULE 15. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A. Refer To The Company

1. For rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk; or

Note

To the extent that consent-to-rate procedures apply, they must be followed.

- b. The coverage to be written is broader than that contained in the applicable standard coverage part; or

Note

To the extent that forms filing requirements apply, they must be followed.

- c. There is proof that, for a specified medical professional liability coverage, the named risk is qualified in this jurisdiction for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or

- d. Excess insurance is being provided. Excess insurance means liability insurance provided in an amount not less than \$1,000,000 in excess of a specified retained limit provided that such retained limit is not less than:

(1) \$350,000 per claim, as respects those exposures covered by underlying insurance; and

(2) \$10,000 per claim, as respects those exposures not covered by underlying insurance; or

- e. Increased limits are provided and the annual increased limits written premium determined by the customary rating procedures is \$5,000 or more.

Note

Refer to company only for that portion of the premium in excess of the basic limit written premium.

2. If a coverage part providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

Note

To the extent that forms filing requirements apply, they must be followed.

3. Where liability increased limits are provided and the risk is reinsured on a facultative basis.

The following rating procedure is available for the determination of the applicable premium:

- a. Manual rules and rates shall apply to the portion of the limits of liability retained by the company.

- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

4. If an aggregate limit of medical professional liability insurance is adjusted at any time during the policy period.

B. Filing Obligations

When a particular risk is modified in accordance with Paragraph A., companies should maintain a complete file, including all details of the factors used in determining the modification and make the file available to state regulators on request. Such modifications need not be filed with the state regulator.

Note

Rates shall not be inadequate, excessive or unfairly discriminatory.

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RULE 16. BASIC LIMITS

- A. Basic limits is an amount of insurance upon which company rates are based. Basic limits may be adjusted by the appropriate increased limits factors.
- B. For basic limits, refer to the appropriate coverage rule in Section II of this manual.

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MEDICAL PROFESSIONAL LIABILITY
RATING RELATIVITIES AND FACTORS
PAGES

ILLINOIS (12)

RULE 17. INCREASED LIMITS TABLES

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.56	0.65	0.68	0.70			
400	0.57	0.68	0.72	0.74			
500	0.58	0.70	0.74	0.78	0.85		
600	0.59	0.72	0.76	0.80	0.88		
750			0.78	0.82	0.92	0.97	
900			0.80	0.84	0.95	1.02	
1,000			0.81	0.85	0.97	1.05	1.10
1,500			0.82	0.86	1.00	1.13	1.20
2,000				0.87	1.01	1.16	1.25
2,500						1.17	1.27
3,000							1.29

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.28			
2,000	1.36	1.41		
2,500	1.40	1.47	1.51	
3,000	1.42	1.50	1.56	1.59
4,000	1.44	1.53	1.60	1.66
5,000	1.45	1.55	1.62	1.68

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Table 17.E.#1(RF) Convalescent Or Nursing Homes, Rehabilitation Hospitals And Skilled Nursing Facilities - Short Term

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Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.78	0.82	0.83	0.84			
400	0.79	0.84	0.85	0.86			
500	0.80	0.86	0.87	0.88	0.92		
600	0.81	0.88	0.89	0.90	0.94		
750			0.91	0.92	0.96	0.99	
900			0.93	0.94	0.98	1.01	
1,000			0.94	0.95	0.99	1.02	1.03
1,500			0.95	0.96	1.00	1.03	1.04
2,000				0.97	1.01	1.04	1.05
2,500						1.05	1.06
3,000							1.07

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.06			
2,000	1.07	1.09		
2,500	1.08	1.10	1.12	
3,000	1.09	1.11	1.13	1.14
4,000	1.10	1.12	1.14	1.15
5,000	1.11	1.13	1.15	1.16

Table 17.E.#2(RF) Dentists

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.58	0.64	0.66	0.67			
400	0.60	0.68	0.70	0.72			
500	0.61	0.70	0.73	0.75	0.80		

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600	0.62	0.72	0.76	0.78	0.84		
750		0.74	0.78	0.81	0.89	0.90	
900		0.76	0.80	0.83	0.93	0.96	
1,000		0.77	0.81	0.84	0.95	1.00	1.03
1,500		0.78	0.82	0.86	1.00	1.12	1.19
2,000				0.87	1.03	1.18	1.28
2,500						1.21	1.33
3,000							1.36

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.27			
2,000	1.40	1.46		
2,500	1.48	1.57	1.62	
3,000	1.54	1.65	1.72	1.76
4,000	1.60	1.75	1.84	1.92
5,000	1.63	1.79	1.91	2.00

Table 17.E.#3(RF) Hospitals

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.50	0.61	0.65	0.68			
400	0.51	0.63	0.68	0.72			
500	0.52	0.65	0.70	0.74	0.86		
600	0.53	0.67	0.72	0.76	0.89		
750		0.69	0.74	0.78	0.93	1.02	
900		0.71	0.76	0.80	0.96	1.07	
1,000		0.72	0.77	0.81	0.97	1.10	1.18

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1,500	0.73	0.78	0.83	1.00	1.18	1.29
2,000			0.84	1.01	1.21	1.34
2,500					1.22	1.37
3,000						1.38

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.41			
2,000	1.50	1.58		
2,500	1.55	1.65	1.71	
3,000	1.58	1.69	1.76	1.81
4,000	1.60	1.73	1.82	1.88
5,000	1.61	1.74	1.84	1.91

Table 17.E.#4(RF) Physicians

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.47	0.58	0.62	0.65			
400	0.48	0.60	0.65	0.69			
500	0.49	0.62	0.67	0.72	0.84		
600	0.50	0.64	0.69	0.74	0.88		
750		0.66	0.71	0.76	0.92	1.03	
900		0.68	0.73	0.78	0.95	1.08	
1,000		0.69	0.74	0.79	0.97	1.11	1.20
1,500		0.70	0.75	0.80	1.00	1.20	1.32
2,000				0.81	1.01	1.24	1.39
2,500						1.25	1.42
3,000							1.43

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The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.47			
2,000	1.57	1.67		
2,500	1.63	1.75	1.83	
3,000	1.67	1.81	1.90	1.96
4,000	1.70	1.86	1.97	2.06
5,000	1.71	1.88	2.01	2.11

Table 17.E.#5(RF) Surgeons

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.61	0.70	0.73	0.76			
400	0.62	0.72	0.75	0.78			
500	0.63	0.74	0.77	0.80	0.92		
600	0.64	0.76	0.79	0.82	0.94		
750			0.81	0.84	0.96	1.06	
900			0.83	0.86	0.98	1.08	
1,000			0.84	0.87	0.99	1.09	1.15
1,500			0.85	0.88	1.00	1.12	1.18
2,000				0.89	1.01	1.13	1.19
2,500						1.14	1.20
3,000							1.21

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident*			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.27			
2,000	1.28	1.34		
2,500	1.29	1.35	1.40	

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3,000	1.30	1.36	1.41	1.45
4,000	1.31	1.37	1.42	1.46
5,000	1.32	1.38	1.43	1.47
* Per Optometric Incident for Optometrists				

Table 17.E.#6(RF) Allied Health Care And Optometrists

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.83	0.85	0.86	0.87			
400	0.84	0.87	0.88	0.89			
500	0.85	0.89	0.90	0.91	0.92		
600	0.86	0.91	0.92	0.93	0.94		
750		0.93	0.94	0.95	0.96	0.97	
900		0.95	0.96	0.97	0.98	0.99	
1,000		0.96	0.97	0.98	0.99	1.00	1.01
1,500		0.97	0.98	0.99	1.00	1.01	1.02
2,000				1.00	1.01	1.02	1.03
2,500						1.03	1.04
3,000							1.05

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.03			
2,000	1.04	1.05		
2,500	1.05	1.06	1.07	
3,000	1.06	1.07	1.08	1.09
4,000	1.07	1.08	1.09	1.10
5,000	1.08	1.09	1.10	1.11

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Table 17.E.#7(RF) Veterinarians

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RULE 18. DEDUCTIBLES

A. Definition

This is a method of coverage under which the insured agrees to contribute up to a specific sum towards the amount paid to claimants as damages.

B. Application

When deductible insurance is selected by the insured, the company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated as applicable to such coverage.

C. Deductible Discount Factors

A discount is available to the insured when insurance is provided on a deductible basis. Determine the applicable discount by referring to Tables 18.C.#1(RF) through 18.C.#7(RF).

D. Endorsement

Refer to applicable Coverage Rules.

E. Procedures

Where deductibles are purchased, utilize the following procedure in determining the final rate:

1. Subtract the deductible factor from the applicable increased limits factor to determine an adjusted limits factor.
2. Determine the applicable rate by multiplying the basic limits rate by the adjusted limits factor determined in 1.

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**COMMERCIAL LINES MANUAL
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RULE 19. PREMIUM DETERMINATION

The premium for a risk is calculated as follows:

- A. Determine the applicable classifications(s).
- B. Determine the premium base applicable to the classification(s).
- C. Select the basic limit rate(s) for the classification(s) from the appropriate company state rates.
- D. Adjust the basic limits rate(s) to reflect any coverage change (other than deductibles). Refer to Tables 21.C.#1(RF) through 21.C.#3(RF) for claims-made multipliers. When physicians, surgeons and dentists are written on a Hospital policy, refer to Rule 3 3. Classification Procedures.
- E. Adjust the resulting basic limits rate(s) by the appropriate increased limit factors and any other applicable rate modification(s). Adjust for coverage written on a deductible basis; refer to Tables 18.C.#1(RF) through 18.C.#7(RF).
- F. Multiply the number of units of exposure developed under the premium base for each classification by the corresponding adjusted rate(s) developed in Paragraph E.
- G. Determine the application of any minimum premiums.
- H. Determine any other additional premiums.
- I. Add the premium determined in Paragraph F. or G., whichever is greater, to the premium determined in Paragraph H. to obtain the total policy premium.
- J. Use the premium developed in Paragraph I. or the policywriting minimum premium, whichever is greater.

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**COMMERCIAL LINES MANUAL
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EXCEPTION PAGES**

ILLINOIS (12)

RULE 20. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

Paragraph B. does not apply.

Paragraph G.2. is replaced by the following:

G. Interline Endorsements

2. To change the following items of a policy:

- a. Insured's Name
- b. Insured's Mailing Address
- c. Policy Number
- d. Company
- e. Effective/Expiration Date
- f. Insured's Legal Status/Business of Insured
- g. Payment Plan
- h. Premium Determination
- i. Additional Interested Parties
- j. Coverage Forms and Endorsements
- k. Limits/Exposures
- l. Deductibles
- m. Covered Property/Located Description
- n. Classification/Class Codes
- o. Rates
- p. Underlying Insurance,
use Illinois Policy Changes Endorsement IL 12 04.

This endorsement applies to all Medical Professional Liability Coverage Parts.

Do not attach Policy Changes Endorsement IL 12 01 to any Medical Professional Liability policy of insurance issued in the State of Illinois.

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**COMMERCIAL LINES MANUAL
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MEDICAL PROFESSIONAL LIABILITY**

RULE 20. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

A. Additional Optional Endorsements

In addition to endorsements referenced in other rules under Division Seven – Medical Professional Liability, including the Classification Table Section, the endorsements in this rule may be used with the indicated Medical Professional Liability Coverage Part(s). The endorsements are listed in numerical sequence under the line of insurance identification and category identification. The descriptions are for ease of identification. Refer to each endorsement to determine its contents. With regard to these optional endorsements, refer to company for rating.

B. Termination And Suspension Endorsements

The number of days' notice required for cancellation for any statutory permitted reason (other than nonpayment of premium) may be increased to an amount that is mutually agreed upon by the insurer and the insured by attaching Earlier Notice Of Cancellation Provided By Us Endorsement PR 02 00. Any applicable state cancellation endorsement must still be attached to the policy.

This endorsement applies to all Medical Professional Liability Coverage Parts.

C. Exclusion Endorsements

1. Liability arising out of the rendering of or failure to render professional services by a specific physician while engaged in activities other than those within the scope of his or her duties as a teaching physician or surgeon may be excluded under the Physicians, Surgeons And Dentists Professional Liability Coverage Part by attaching Exclusion – Non-Teaching Activities Of Teaching Physicians And Surgeons Endorsement PR 21 00.

2. Coverage for employees may be deleted by attaching Exclusion – Employees As Insureds Endorsement PR 21 01 to the:

- a. Hospital Professional Liability Coverage Part;
- b. Blood Banks Professional Liability Coverage Part; or
- c. Diagnostic Testing Laboratories Professional Liability Coverage Part.

3. Coverage for partnership, limited liability company, association or corporation medical professional liability may be deleted by attaching Exclusion – Partnership, Limited Liability Company, Association Or Corporation (Coverage B) Endorsement PR 21 02 to either the:

- a. Physicians, Surgeons And Dentists Professional Liability Coverage Part;
- b. Allied Health Care Providers Professional Liability Coverage Part;
- c. Optometrists Professional Liability Coverage Part; or
- d. Veterinarians Professional Liability Coverage Part.

D. Coverage Amendment Endorsements

1. To state that the company will not settle any claim or suit without the insured's consent and to set forth the most the company will pay if the insured does not consent to a settlement which is acceptable to the claimant, use Consent To Settle Endorsement PR 24 00.

This endorsement applies to all Medical Professional Liability Coverage Parts, except Hospital Professional, Blood Bank Professional, and Diagnostic Testing Laboratories Professional Liability Coverage Parts.

2. Coverage disputes between the company and an insured may be submitted to arbitrators by mutual agreement between the parties. When there is prior agreement that arbitration of a dispute will be binding on both parties, attach Binding Arbitration Endorsement PR 24 02. When, by prior agreement, the decision of the arbitrators may be appealed to a court, attach Non-binding Arbitration Endorsement PR 24 01.

This endorsement applies to all Medical Professional Liability Coverage Parts.

3. The company agrees that its right to use charitable immunity, where applicable as a defense for liability suits, will be waived, unless the insured requests otherwise, by attaching Waiver Of Charitable Immunity Endorsement PR 24 03.

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This endorsement applies to all Medical Professional Liability Coverage Parts.

4. The company agrees that its right to use governmental immunity, where applicable as a defense for liability against an insured governmental entity, will be waived, unless the insured requests otherwise, by attaching Waiver Of Governmental Immunity Endorsement **PR 24 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

E. Additional Coverage Endorsements

1. To provide products liability coverage for diagnostic testing laboratories use Products Liability Coverage For Diagnostic Testing Laboratories Endorsement **PR 04 00**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To provide for the payment of defense expenses on behalf of the named insured, when the named insured has assumed the tort liability of another under a contract or agreement pertaining to the named insured's business, use Contractual Liability Coverage Extension Endorsement:

- a. **PR 04 01** for use with the Hospital Professional Liability Coverage Part.
- b. **PR 04 02** for use with the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts .
- c. **PR 04 03** for use with the Blood Banks Professional Liability Coverage Part.
- d. **PR 04 04** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.
- e. **PR 04 05** for use with the Optometrists Professional Liability Coverage Part.
- f. **PR 04 06** for use with the Veterinarians Professional Liability Coverage Part.

F. Amendment Of Limits Of Insurance Endorsements

1. For hospitals, blood banks and diagnostic testing laboratories, the policy Aggregate Limit may be changed for certain medical or laboratory incidents from a per-policy basis to a per-location basis. The policy Aggregate Limit, with respect to certain medical or laboratory incidents, may be replaced for each designated location with a Designated Location Aggregate Limit which is equal to the amount of the Aggregate Limit shown in the Declarations of the policy, by attaching Amendment – Aggregate Limits Of Insurance (Designated Locations) Endorsement:

- a. **PR 25 00** for use with the Blood Banks and Hospital Professional Liability Coverage Parts.
- b. **PR 25 01** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.

2. The limits of insurance may be amended to combine the aggregate limits when individual liability and partnership, limited liability company, association or corporation professional liability is provided. Use Amendment – Combined Aggregate Limit Of Insurance Endorsement:

- a. **PR 25 02** for use with the Physicians, Surgeons And Dentists Professional Liability Coverage Part .
- b. **PR 25 03** for use with the Allied Health Care Providers Professional Liability Coverage Part.
- c. **PR 25 04** for use with the Optometrists Professional Liability Coverage Part.
- d. **PR 25 05** for use with the Veterinarians Professional Liability Coverage Part.

G. Interline Endorsements

1. To state that the company will use the rules and rates in effect at the time of renewal or anniversary date of the policy, attach Calculation Of Premium Endorsement **IL 00 03**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To amend various Declarations and endorsement schedule elements, such as the Named Insured, mailing address, policy period, deductible amounts and limits of insurance, use Policy Changes Endorsement **IL 12 01**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

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Empire Fire and Marine Insurance Company Exceptions to ISO
General Rules:

Rule 1-Application of This Division
Rule 5-Premium Computation
Rule 9-Additional Premium Changes
Rule 10-Return Premium Changes
Rule 11-Policy Cancellations
Rule 16-Basic Limits
Rule 17-Increased Limits Tables
Rule 18-Deductibles
Rule 19-Premium Determination
Rule 20- Description of Additional Optional Endorsements
Additional Rule Base Rates
Additional Rule Other Premium Modifications
Additional Rule Agency Bill – Premium Installment Payments

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ILLINOIS

SECTION I
GENERAL RULES

RULE 1.
APPLICATION OF THIS DIVISION

Rule 1 is replaced by the following:

A. Contents

This manual contains the rules, rating procedures and rates for
Allied Health Care Providers Professional Liability Coverage.

B. Sections

This manual is divided into separate Sections for:

1. Section I – General Rules
2. Section II – Coverage Rules

C. Company Rates

All rules in this manual are designed to be utilized with company specific rates.

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SECTION I
GENERAL RULES

**RULE 5.
PREMIUM COMPUTATION**

Rule 5 is replaced by the following:

Compute the premium for each annual payment on the basis of the annual rates in effect on each anniversary date of the policy.

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SECTION I
GENERAL RULES

RULE 9.	
ADDITIONAL PREMIUM CHANGES	
Paragraph 9.B.1. Waiver of Premium is replaced with the following:	
B.	Waiver Of Premium
1.	Additional premiums at or below \$25.00 may be waived.

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ILLINOIS

SECTION I
GENERAL RULES

RULE 10.		
RETURN PREMIUM CHANGES		
Paragraph 1. of section B. Waiver of Premium is replaced by the following:		
B.	Waiver Of Premium	
	1.	Return premiums at or below \$25.00 may be waived.

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ILLINOIS

SECTION I
GENERAL RULES

**RULE 11.
POLICY CANCELLATIONS**

Rule 11 is replaced by the following:

A. Pro Rata Calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the Company's request.
2. Because the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.
3. And rewritten in the same company or company group.

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SECTION I
GENERAL RULES

RULE 16.

BASIC LIMITS

Paragraph 16.B. is replaced by the following:

B.	For basic limits, refer to company Additional Rule - Base Rates.
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SECTION I
GENERAL RULES

**RULE 17.
INCREASED LIMITS**

Rule 17. Increased Limits Tables is replaced by the following:

A. All limits are expressed in thousands of dollars.

B. The following interpolation procedure shall be used in determining increased limits factors or combinations of limits not shown in the tables:

1. Determine the factor in the increased limits table for the next lower and for the next higher limit or combination of limits.
2. The factor for the limit or combination of limits desired shall be determined by interpolation. All fractions in the third decimal place shall be considered as an additional unit in the second decimal place.
3. Where neither limit required appears in the table, refer to company.

C. Increased Limits Table

The factors below are to be applied to the \$500/\$1500 base rate.

Aggregate Limit	Per Medical Incident Limit												
	100	200	250	300	500	750	1000	1500	2000	2500	3000	4000	5000
200	.60	.68											
300	.61	.70	.73	.76									
400	.62	.72	.75	.78									
500	.63	.74	.77	.80	.92								
600	.64	.76	.79	.82	.94								
750			.81	.84	.96	1.06							
900			.83	.86	.98	1.08							
1,000			.84	.87	.99	1.09	1.15						
1,500			.85	.88	1.00	1.12	1.18	1.27					
2,000				.89	1.01	1.13	1.19	1.28	1.34				
2,500						1.14	1.20	1.29	1.35	1.40			
3,000							1.21	1.30	1.36	1.41	1.45		
4,000							1.22	1.31	1.37	1.42	1.46	1.53	
5,000								1.32	1.38	1.43	1.47	1.54	1.59
6,000									1.39	1.44	1.48	1.55	1.60
7,000											1.49	1.56	1.61
8,000											1.50	1.57	1.62
9,000											1.51	1.58	1.63
10,000													1.64

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ILLINOIS

SECTION I
GENERAL RULES

RULE 18.
DEDUCTIBLES

Rule 18 is replaced by the following:

A. Definition

This is a method of coverage under which the insured agrees to contribute up to a specific sum towards the amount paid to claimants as damages.

B. Application

When deductible insurance is selected by the insured, the company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated as applicable to such coverage.

C. Deductible Discount Factors

A discount is available to the insured when insurance is provided on a deductible basis. Determine the applicable discount from the following tables:

Deductible Amount	Discount Factor
\$ 250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.008
3,000	0.012
4,000	0.015
5,000	0.019
10,000	0.035
15,000	0.051
20,000	0.065
25,000	0.079
50,000	0.139
75,000	0.188
100,000	0.229
150,000	0.293
200,000	0.341
250,000	0.381
500,000	0.510
750,000	0.580
1,000,000	0.620

D. Endorsement

Refer to applicable coverage rule.

E. Procedures

Where deductibles are purchased, utilize the following procedure in determining the final rate:

1. Subtract the deductible factor from the applicable increased limits factor to determine an adjusted limits factor.
2. Determine the applicable rate by multiplying the basic limits rate by the adjusted limits factor determined in 1.

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SECTION I
GENERAL RULES

RULE 19.
PREMIUM DETERMINATION

Rule 19 is replaced by the following:

The premium for a risk is calculated as follows:

- A.** Obtain the basic limit rate from Additional Rule – Base Rates in the appropriate company state rates.
- B.** Adjust the basic limits rate(s) to reflect any coverage change (other than deductibles).
- C.** Adjust the resulting basic limits rate(s) by the appropriate increased limit factors and any other applicable rate modification(s). Adjust for coverage written on a deductible basis; refer to Rule 18. Deductibles.
- D.** Multiply the number of units of exposure developed under the premium base for each classification by the corresponding adjusted rate(s) developed in Paragraph **E**.
- E.** Determine any other additional premiums.
- F.** Add the premium determined in Paragraph **D**. to the premium determined in Paragraph **E**. to obtain the total policy premium.

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SECTION I
GENERAL RULES

RULE 20.	
DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS	
The following is added to paragraph E. Additional Coverage Endorsements	
Form Title – Volunteer Workers Professional Liability Coverage	
E.	Professional liability coverage for volunteer workers may be provided under the Allied Health Care Providers Professional Liability Coverage form by attaching EM 4656 Volunteer Worker(s) Professional Liability Coverage.

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GENERAL RULES

ADDITIONAL RULE BASE RATES				
Base Rates Per Power Unit at 500/1500 Base Rate				
a.	Rate per Unit: \$1148			
b.	Discount factor applied to each unit			
	Number of Units		Factor	
	First 4		1.00	
	5 th to 19 th		0.87	
	20 th +		0.78	
	Example:			
	Policy with 25 power units			
		Units	Base	Total Premium
	First 4	4	\$1148	\$4,592
	5 th to 19 th	15	\$999	\$14,985
20 th +	6	\$895	\$5,370	
Total	25	--	\$24,947	

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SECTION I
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ADDITIONAL RULE OTHER PREMIUM MODIFICATIONS	
Surcharge	Description
25%	More than 50% of calls are dispatched as emergency
10%	Hospital based but not hospital owned
25%	Advanced life support services provided

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SECTION I
GENERAL RULES

ADDITIONAL RULE AGENCY BILL – PREMIUM INSTALLMENT PAYMENTS				
I.	The premium for any policy is due and payable at the beginning of the policy period, unless the policy is issued on an installment payment basis in accordance with the following rule:			
	A.	An initial payment is due at inception, with the remainder payable in no more than nine equal installment(s).		
	B.	These payment plan options are available to medical liability insureds whose annual premiums total \$500 or more.		
	C.	No fees or interest charges of any kind can be charged.		
	D.	Total of installments must match premium charged.		
II.	A.	Agency Bill - Payment Plan Options		
		Billing Frequency	Down Payment	Installments
		Monthly	25%	9 equal installments
		Quarterly	40%	3 equal installments
		Annual	100%	No installments
	B.	Rules for Calculating Installment Plans		
		Option	Down Payment	Equal Installments
		Monthly	25%	9.44%
		Quarterly	40%	20.00%
		Annual	100%	N/A
III.	Additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.			
IV.	This rule does not apply to captives.			

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Coverage Rules:

Rule 28-Allied Health Care Providers Professional Liability Coverage

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RULE 28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

Paragraph A.4.c. is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes PR 01 55.
- (3) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Allied Health Care Providers Professional Liability Coverage

1. Two standard coverage forms are available for Allied Health Care Providers risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional health care services; or
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. Allied Health Care Providers risks are those health care professionals that are not licensed physicians or surgeons. This group includes nurses, chiropractors, chiropractors, podiatrists, lab or x-ray technicians and physiotherapists. For a description of the risks for which this coverage form may be used, refer to the Classification Section.
4. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version) PR 00 05.
 - (2) Allied Health Care Providers Professional Liability Coverage Form (Claims-made Version) PR 00 06.
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement IL 00 21.
 - (2) Common Policy Conditions Endorsement IL 00 17.
 - c. Refer to mandatory state endorsements listed in the state exceptions.
5. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Medical Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.
2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with Rule 17.

D. Additional Interests

Policies may be written to cover the following additional interests:

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1. No Additional Charge

a. Additional Insured – Controlling Interest Endorsement PR 20 11.

b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement PR 20 12.

2. Additional Charge – Refer To Company

For the named insured's employees, use Additional Insured – Employees Endorsement PR 20 02 (For Occurrence Version) or PR 20 03 (For Claims-made Version) .

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per medical incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement PR 03 02.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.

2. Professional corporations consisting of a single individual must be treated as additional insureds.

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**Empire Fire and Marine Insurance Company Exceptions to
ISO Coverage Rules**

Rule 28-Allied Health Care Providers Professional Liability Coverage

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SECTION II
COVERAGE RULES

RULE 28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE
Paragraph 28.B.4. Basic Limits is deleted in its entirety.

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Empire Fire and Marine Insurance Company
Schedule Rating Plan

Schedule Rating Plan Page Illinois

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The risk may be further modified in accordance with the following schedule rating tables to reflect such characteristics of the risk as are not reflected in the experience.			
SCHEDULE RATING TABLE			
Risk Characteristics		Range of Modification	
		Maximum Credit	Maximum Debit
A. Management:			
	Superior senior management as evidenced by professional designations, post-graduate academic degrees, etc.	10%	
	Lack of expected procedures and processes regarding medical reviews, reviews of patient care and safety, and incident report.		25%
B. Employees			
	Lower than normal turnover of professional staff and higher than normal average years of experience for professional staff.	10%	
	Higher than normal turnover of professional staff and lower than normal average years of experience for professional staff.		10%
C. Professional Procedures			
	Documentation of required professional procedures that go beyond normal standards.	10%	
	Lack of documentation for professional procedural standards.		25%
D. Education and Training:			
	Existence of a continuing education program for professional employees that exceeds state requirements.	10%	
	Lack of a continuing education program that meets state requirements.		25%
E. Accreditations:			
	Accreditation by Commission On Accreditation of Ambulance Services	5%	0%
F. Equipment:			
	Use of superior quality equipment and adherence to manufacturers suggested maintenance program.	10%	
	Use of lower quality equipment and lack of preventive maintenance program.		10%
G. Loss Prevention:			
	Compliance with any insurance company loss prevention recommendations when made.	5%	
	Failure to comply with insurance company recommendations.		10%
H. Nonstandard Professional Exposures			
	Regular operation under circumstances which are unusual for an ambulance operation which increase professional exposure.	0%	15%
Maximum Credit/Debit is 25%			
This applies only to the companies listed in this table: Empire Fire and Marine Insurance Company			

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Empire Fire and Marine Insurance Company

NAIC 212-21326

FEIN 47-6022701

Illinois Med Mal Rules Manual

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 - Company exceptions to ISO Coverage Rules
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- ISO Classification Procedures
- ISO Rating Relativities & Factors
- ISO Illinois State Territory Pages
- ISO Schedule Rating Plan
 - Company Replacement of ISO Schedule Rating Plan

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- Rule 1-Application of This Division
- Rule 2-Referrals to Company
- Rule 3-Effective Date
- Rule 4-Policy Term
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- Rule 6-Factors or Multipliers
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- Rule 15-Special Rule For Individual Risk Situations
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- Rule 20-Description of Additional Optional Endorsements
- Rule 21-Special Rules Applicable to The Claims-Made Coverage Forms
- Rule 22-Year 2000 Computer-Related Endorsements

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**COMMERCIAL LINES MANUAL
DIVISION SEVEN
MEDICAL PROFESSIONAL LIABILITY**

RULE 1. APPLICATION OF THIS DIVISION

A. Contents

Division Seven contains the rules, rating procedures, state exceptions and may contain individual company rates for the following liability coverages:

1. Hospital Professional Liability Coverage
2. Physicians, Surgeons And Dentists Professional Liability Coverage
3. Allied Health Care Providers Professional Liability Coverage
4. Blood Banks Professional Liability Coverage
5. Diagnostic Testing Laboratories Professional Liability Coverage
6. Optometrists Professional Liability Coverage
7. Veterinarian Professional Liability Coverage

B. Sections

This Division is divided into separate Sections for:

1. Section I – General Rules
2. Section II – Coverage Rules
3. Rating Relativities And Factors
4. Classification Table

C. Rule Exceptions

Refer to state exceptions for any exception to the rules in this division.

D. Company Rates/ISO Loss Costs

1. ISO does not distribute either rates or loss costs for this division. Insurers will individually distribute either loss costs with their own adjustment factors or their individual company rates. A loss cost is that portion of the premium which covers only losses and the costs associated with settling losses.
2. All rules in this division are designed to be utilized with rates. All references in the rules and examples to rates and/or premiums (including base premiums) shall be interpreted to mean those established by the individual insurance company. Refer to company for specific instructions and procedures and rates.

E. Statistical Codes

Most statistical codes are shown with the state company rates or in the specific rules. For statistical codes not shown, refer to the General Liability module of the Commercial Statistical Plan, using the Medical Professional Liability subline.

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RULE 2. REFERRALS TO COMPANY

Refer to company for:

A. Any applicable rating plan modification.

B. Rating or classifying any risk or exposure for which there is no manual rate or applicable classification.

Rates shall not be inadequate, excessive or unfairly discriminatory. (For other refer-to-company situations, see Rule 15. Special Rule For Individual Risk Situations.)

Companies should maintain complete files, including all details of the factors used in determining the rate or classification for a particular risk and make these files available to state regulators on request. Such rates or classifications need not be filed with the state regulator.

The second paragraph of Paragraph **B.** shall not apply when a company has developed or prepared a manual or schedule of rates which includes a classification applicable to a risk being written. To the extent that filing requirements apply to such a manual or schedule of rates, they must be followed.

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RULE 3. EFFECTIVE DATE

The date shown on the bottom of the manual page is a printing date and not necessarily the effective date. The effective date, if any, will be announced on the Notice to Manualholders accompanying new or revised manual pages.

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RULE 4. POLICY TERM

- A. Policies may be written for a specific term up to three years or on a continuous basis.
- B. A policy may be renewed by renewal certificates. When renewal certificates are used, they must conform in every respect to current rules, rates and forms at the time of renewal.

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RULE 5. PREMIUM COMPUTATION

A. Prepaid Policies

1. Compute the premium using the annual rates in effect at policy inception multiplied by the policy term expressed in years (term factor). Refer to Table 5.A.1.(RF) for the appropriate term factor.
2. If the term of the policy is less than one year, multiply the premium determined in Paragraph 1. by the factor shown in Table 5.A.2.(RF) unless the policy is issued to obtain anniversary dates common with other policies.

B. Continuous And Annual Premium Payment Plan Policies

1. Compute the premium for each annual payment on the basis of the annual rates in effect on each anniversary date of the policy.
If the estimated annual premium is less than \$500, the rate and premium adjustment for a policy written for a period of more than one year may be deferred until termination of the policy.
2. Prorate the premium in Paragraph 1. when the policy is issued for other than a whole number of years.

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RULE 6. FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified.

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RULE 7. ROUNDING PROCEDURE

A. Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five-tenths or more of a mill shall be considered one mill. For example, .1245 = .125.

B. Premium

Round the premium for each coverage for which a separate premium is calculated to the nearest whole dollar. Round a premium involving \$.50 or over to the next higher whole dollar.

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RULE 8. POLICYWRITING MINIMUM PREMIUM

A. Definition

Policywriting minimum premium is the lowest amount of premium for which a policy may be written and such amount is not subject to adjustment for any reason.

B. Prepaid Policies

1. Refer to company for policywriting minimum premium.
2. Apply a minimum premium regardless of term.

C. Annual Premium Payment Plan Policies Or Continuous Policies

1. Refer to company for policywriting minimum premium.
2. Apply a minimum premium for each annual period.

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RULE 9. ADDITIONAL PREMIUM CHANGES

A. Calculation Of Premium

1. Prorate all changes requiring additional premium.
2. Apply the rates and rules in effect on the effective date of the policy, or, if the change is made after an anniversary date of the policy, apply the rates and rules in effect on that anniversary date. The additional premium developed is in addition to any applicable policywriting minimum premium.

B. Waiver Of Premium

1. Additional premiums at or below a specified amount may be waived. Refer to company for the maximum amount to be waived.
2. This waiver applies only to that portion of the premium due on the effective date of the policy change.

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RULE 10. RETURN PREMIUM CHANGES

A. Premium Computation

1. Compute return premium at the rates used to calculate the policy premium.
2. Compute return premium pro rata and round to the next higher whole dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the policywriting minimum premium.

B. Waiver Of Premium

1. Return premiums at or below a specified amount may be waived. Refer to company for the maximum amount to be waived.
2. This waiver applies only to that portion of the return premium due on the effective date of the policy change.
3. Any return premium due the insured must be granted if the insured requests it.

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RULE 11. POLICY CANCELLATIONS

A. Pro Rata Calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

1. At the company's request.
2. Because the insured no longer has a financial or insurable interest in the business operation that is the subject of insurance.
3. And rewritten in the same company or company group.
4. After the first year for a prepaid policy written for a term of more than one year.

B. Other Calculations

If Paragraph A. does not apply, compute the return premium as follows:

1. Continuous And Annual Premium Payment Policies

Compute return premium by applying the factor shown in Table 11.B.(RF) to the pro rata unearned premium for the one year or annual installment period and round to the next higher whole dollar.

2. Prepaid Policies

If cancelled during the first year, compute the return premium by applying the factor shown in Table 11.B.(RF) to the pro rata unearned premium for the first year, plus the full annual premium for the subsequent years and round to the next higher whole dollar.

3. Policies With Term Less Than One Year

Compute return premium by applying the factor shown in Table 11.B.(RF) to the pro rata unearned premium and round to the next higher whole dollar.

C. Retention Of Policywriting Minimum Premium

Retain the policywriting minimum premium when return premium is calculated under Paragraph B. except when a policy is cancelled as of the inception date.

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**RULE 12.
FORMS PORTFOLIO REFERENCE**

Refer to the forms portfolio for information on:

- A. Sample forms; and
- B. Applicability and edition dates of forms.

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RULE 13. MINIMUM PREMIUMS

A. Definition

Minimum premiums are the lowest amounts for which insurance may be written for each full year of coverage.

B. Determination

Refer to company for minimum premium.

C. Sublines

1. With respect to Physicians, Surgeons And Dentists, Allied Health Care Providers, Optometrists And Veterinarians Professional Liability Coverage, minimum premiums apply separately to each subline for which a premium is charged.
2. With respect to Hospital, Blood Banks And Diagnostic Testing Laboratories Professional Liability Coverage, for risks written under these sublines, minimum premiums apply separately on an each-location basis.

D. Multiple Classifications

Regardless of the number of classifications on the policy, choose the highest minimum premium for each subline, as the minimum premium for that subline.

E. Adjustment

All minimum premiums except for the policywriting minimum premium are subject to adjustment for additional interests and increased limits.

F. Policywriting Minimum Premium

Use the policywriting minimum premium if the total amount developed using this rule is less than the policywriting minimum premium.

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**RULE 14.
RESIDENT AGENT COUNTERSIGNATURE**

This rule does not apply.

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RULE 15. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A. Refer To The Company**1. For rating or classifying any risk or exposure for which:**

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk; or

Note

To the extent that consent-to-rate procedures apply, they must be followed.

- b. The coverage to be written is broader than that contained in the applicable standard coverage part; or

Note

To the extent that forms filing requirements apply, they must be followed.

- c. There is proof that, for a specified medical professional liability coverage, the named risk is qualified in this jurisdiction for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or

- d. Excess insurance is being provided. Excess insurance means liability insurance provided in an amount not less than \$1,000,000 in excess of a specified retained limit provided that such retained limit is not less than:

- (1) \$350,000 per claim, as respects those exposures covered by underlying insurance; and

- (2) \$10,000 per claim, as respects those exposures not covered by underlying insurance; or

- e. Increased limits are provided and the annual increased limits written premium determined by the customary rating procedures is \$5,000 or more.

Note

Refer to company only for that portion of the premium in excess of the basic limit written premium.

- 2. If a coverage part providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

Note

To the extent that forms filing requirements apply, they must be followed.

- 3. Where liability increased limits are provided and the risk is reinsured on a facultative basis.

The following rating procedure is available for the determination of the applicable premium:

- a. Manual rules and rates shall apply to the portion of the limits of liability retained by the company.

- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

- 4. If an aggregate limit of medical professional liability insurance is adjusted at any time during the policy period.

B. Filing Obligations

When a particular risk is modified in accordance with Paragraph A., companies should maintain a complete file, including all details of the factors used in determining the modification and make the file available to state regulators on request. Such modifications need not be filed with the state regulator.

Note

Rates shall not be inadequate, excessive or unfairly discriminatory.

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RULE 16. BASIC LIMITS

A. Basic limits is an amount of insurance upon which company rates are based. Basic limits may be adjusted by the appropriate increased limits factors.

B. For basic limits, refer to the appropriate coverage rule in Section II of this manual.

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RULE 17. INCREASED LIMITS TABLES

- A. All limits are expressed in thousands of dollars.
- B. Policy limit codes are shown in parentheses under factors.
- C. The tables indicate which factors must be referred to company before using.
- D. The following interpolation procedure shall be used in determining increased limits factors or combinations of limits not shown in the tables:
 - 1. Determine the factor in the increased limits table for the next lower and for the next higher limit or combination of limits.
 - 2. The factor for the limit or combination of limits desired shall be determined by interpolation. All fractions in the third decimal place shall be considered as an additional unit in the second decimal place.
 - 3. Where neither limit required appears in the table, refer to company.
- E. For increased limits tables, refer to state Tables 17.E.#1(RF) through 17.E.#7(RF).

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RULE 17. INCREASED LIMITS TABLES

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.56	0.65	0.68	0.70			
400	0.57	0.68	0.72	0.74			
500	0.58	0.70	0.74	0.78	0.85		
600	0.59	0.72	0.76	0.80	0.88		
750			0.78	0.82	0.92	0.97	
900			0.80	0.84	0.95	1.02	
1,000			0.81	0.85	0.97	1.05	1.10
1,500			0.82	0.86	1.00	1.13	1.20
2,000				0.87	1.01	1.16	1.25
2,500						1.17	1.27
3,000							1.29

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.28			
2,000	1.36	1.41		
2,500	1.40	1.47	1.51	
3,000	1.42	1.50	1.56	1.59
4,000	1.44	1.53	1.60	1.66
5,000	1.45	1.55	1.62	1.68

Table 17.E.#1(RF) Convalescent Or Nursing Homes, Rehabilitation Hospitals And Skilled Nursing Facilities – Short Term

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.78	0.82	0.83	0.84			
400	0.79	0.84	0.85	0.86			
500	0.80	0.86	0.87	0.88	0.92		
600	0.81	0.88	0.89	0.90	0.94		
750			0.91	0.92	0.96	0.99	
900			0.93	0.94	0.98	1.01	
1,000			0.94	0.95	0.99	1.02	1.03
1,500			0.95	0.96	1.00	1.03	1.04
2,000				0.97	1.01	1.04	1.05
2,500						1.05	1.06
3,000							1.07

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.06			
2,000	1.07	1.09		
2,500	1.08	1.10	1.12	
3,000	1.09	1.11	1.13	1.14
4,000	1.10	1.12	1.14	1.15
5,000	1.11	1.13	1.15	1.16

Table 17.E.#2(RF) Dentists

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.58	0.64	0.66	0.67			
400	0.60	0.68	0.70	0.72			
500	0.61	0.70	0.73	0.75	0.80		

600	0.62	0.72	0.76	0.78	0.84		
750		0.74	0.78	0.81	0.89	0.90	
900		0.76	0.80	0.83	0.93	0.96	
1,000		0.77	0.81	0.84	0.95	1.00	1.03
1,500		0.78	0.82	0.86	1.00	1.12	1.19
2,000				0.87	1.03	1.18	1.28
2,500						1.21	1.33
3,000							1.36

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.27			
2,000	1.40	1.46		
2,500	1.48	1.57	1.62	
3,000	1.54	1.65	1.72	1.76
4,000	1.60	1.75	1.84	1.92
5,000	1.63	1.79	1.91	2.00

Table 17.E.#3(RF) Hospitals

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.50	0.61	0.65	0.68			
400	0.51	0.63	0.68	0.72			
500	0.52	0.65	0.70	0.74	0.86		
600	0.53	0.67	0.72	0.76	0.89		
750		0.69	0.74	0.78	0.93	1.02	
900		0.71	0.76	0.80	0.96	1.07	
1,000		0.72	0.77	0.81	0.97	1.10	1.18

1,500	0.73	0.78	0.83	1.00	1.18	1.29
2,000			0.84	1.01	1.21	1.34
2,500					1.22	1.37
3,000						1.38

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.41			
2,000	1.50	1.58		
2,500	1.55	1.65	1.71	
3,000	1.58	1.69	1.76	1.81
4,000	1.60	1.73	1.82	1.88
5,000	1.61	1.74	1.84	1.91

Table 17.E.#4(RF) Physicians

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.47	0.58	0.62	0.65			
400	0.48	0.60	0.65	0.69			
500	0.49	0.62	0.67	0.72	0.84		
600	0.50	0.64	0.69	0.74	0.88		
750		0.66	0.71	0.76	0.92	1.03	
900		0.68	0.73	0.78	0.95	1.08	
1,000		0.69	0.74	0.79	0.97	1.11	1.20
1,500		0.70	0.75	0.80	1.00	1.20	1.32
2,000				0.81	1.01	1.24	1.39
2,500						1.25	1.42
3,000							1.43

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.47			
2,000	1.57	1.67		
2,500	1.63	1.75	1.83	
3,000	1.67	1.81	1.90	1.96
4,000	1.70	1.86	1.97	2.06
5,000	1.71	1.88	2.01	2.11

Table 17.E.#5(RF) Surgeons

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.61	0.70	0.73	0.76			
400	0.62	0.72	0.75	0.78			
500	0.63	0.74	0.77	0.80	0.92		
600	0.64	0.76	0.79	0.82	0.94		
750			0.81	0.84	0.96	1.06	
900			0.83	0.86	0.98	1.08	
1,000			0.84	0.87	0.99	1.09	1.15
1,500			0.85	0.88	1.00	1.12	1.18
2,000				0.89	1.01	1.13	1.19
2,500						1.14	1.20
3,000							1.21

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident*			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.27			
2,000	1.28	1.34		
2,500	1.29	1.35	1.40	

3,000	1.30	1.36	1.41	1.45
4,000	1.31	1.37	1.42	1.46
5,000	1.32	1.38	1.43	1.47
* Per Optometric Incident for Optometrists				

Table 17.E.#6(RF) Allied Health Care And Optometrists

Aggregate	Per Medical Incident						
	\$ 100	200	250	300	500	750	1,000
\$ 300	0.83	0.85	0.86	0.87			
400	0.84	0.87	0.88	0.89			
500	0.85	0.89	0.90	0.91	0.92		
600	0.86	0.91	0.92	0.93	0.94		
750		0.93	0.94	0.95	0.96	0.97	
900		0.95	0.96	0.97	0.98	0.99	
1,000		0.96	0.97	0.98	0.99	1.00	1.01
1,500		0.97	0.98	0.99	1.00	1.01	1.02
2,000				1.00	1.01	1.02	1.03
2,500						1.03	1.04
3,000							1.05

The following factors MUST be referred to company before using.

Aggregate	Per Medical Incident			
	\$ 1,500	2,000	2,500	3,000
\$ 1,500	1.03			
2,000	1.04	1.05		
2,500	1.05	1.06	1.07	
3,000	1.06	1.07	1.08	1.09
4,000	1.07	1.08	1.09	1.10
5,000	1.08	1.09	1.10	1.11

Table 17.E.#7(RF) Veterinarians

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RULE 18. DEDUCTIBLES

A. Definition

This is a method of coverage under which the insured agrees to contribute up to a specific sum towards the amount paid to claimants as damages.

B. Application

When deductible insurance is selected by the insured, the company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated as applicable to such coverage.

C. Deductible Discount Factors

A discount is available to the insured when insurance is provided on a deductible basis. Determine the applicable discount by referring to Tables **18.C.#1(RF)** through **18.C.#7(RF)**.

D. Endorsement

Refer to applicable Coverage Rules.

E. Procedures

Where deductibles are purchased, utilize the following procedure in determining the final rate:

1. Subtract the deductible factor from the applicable increased limits factor to determine an adjusted limits factor.
2. Determine the applicable rate by multiplying the basic limits rate by the adjusted limits factor determined in 1.

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RULE 19. PREMIUM DETERMINATION

The premium for a risk is calculated as follows:

- A. Determine the applicable classifications(s).
- B. Determine the premium base applicable to the classification(s).
- C. Select the basic limit rate(s) for the classification(s) from the appropriate company state rates.
- D. Adjust the basic limits rate(s) to reflect any coverage change (other than deductibles). Refer to Tables **21.C.#1(RF)** through **21.C.#3(RF)** for claims-made multipliers. When physicians, surgeons and dentists are written on a Hospital policy, refer to Rule 3 3. Classification Procedures.
- E. Adjust the resulting basic limits rate(s) by the appropriate increased limit factors and any other applicable rate modification(s). Adjust for coverage written on a deductible basis; refer to Tables **18.C.#1(RF)** through **18.C.#7(RF)**.
- F. Multiply the number of units of exposure developed under the premium base for each classification by the corresponding adjusted rate(s) developed in Paragraph E.
- G. Determine the application of any minimum premiums.
- H. Determine any other additional premiums.
- I. Add the premium determined in Paragraph F. or G., whichever is greater, to the premium determined in Paragraph H. to obtain the total policy premium.
- J. Use the premium developed in Paragraph I. or the policywriting minimum premium, whichever is greater.

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EXCEPTION PAGES**

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RULE 20. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

Paragraph B. does not apply.

Paragraph G.2. is replaced by the following:

G. Interline Endorsements

2. To change the following items of a policy:

- a. Insured's Name
- b. Insured's Mailing Address
- c. Policy Number
- d. Company
- e. Effective/Expiration Date
- f. Insured's Legal Status/Business of Insured
- g. Payment Plan
- h. Premium Determination
- i. Additional Interested Parties
- j. Coverage Forms and Endorsements
- k. Limits/Exposures
- l. Deductibles
- m. Covered Property/Located Description
- n. Classification/Class Codes
- o. Rates
- p. Underlying Insurance,

use Illinois Policy Changes Endorsement **IL 12 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

Do not attach Policy Changes Endorsement **IL 12 01** to any Medical Professional Liability policy of insurance issued in the State of Illinois.

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RULE 20. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

A. Additional Optional Endorsements

In addition to endorsements referenced in other rules under Division Seven – Medical Professional Liability, including the Classification Table Section, the endorsements in this rule may be used with the indicated Medical Professional Liability Coverage Part(s). The endorsements are listed in numerical sequence under the line of insurance identification and category identification. The descriptions are for ease of identification. Refer to each endorsement to determine its contents. With regard to these optional endorsements, refer to company for rating.

B. Termination And Suspension Endorsements

The number of days' notice required for cancellation for any statutory permitted reason (other than nonpayment of premium) may be increased to an amount that is mutually agreed upon by the insurer and the insured by attaching Earlier Notice Of Cancellation Provided By Us Endorsement PR 02 00. Any applicable state cancellation endorsement must still be attached to the policy.

This endorsement applies to all Medical Professional Liability Coverage Parts.

C. Exclusion Endorsements

1. Liability arising out of the rendering of or failure to render professional services by a specific physician while engaged in activities other than those within the scope of his or her duties as a teaching physician or surgeon may be excluded under the Physicians, Surgeons And Dentists Professional Liability Coverage Part by attaching Exclusion – Non-Teaching Activities Of Teaching Physicians And Surgeons Endorsement PR 21 00.

2. Coverage for employees may be deleted by attaching Exclusion – Employees As Insureds Endorsement PR 21 01 to the:

- a. Hospital Professional Liability Coverage Part;
- b. Blood Banks Professional Liability Coverage Part; or
- c. Diagnostic Testing Laboratories Professional Liability Coverage Part.

3. Coverage for partnership, limited liability company, association or corporation medical professional liability may be deleted by attaching Exclusion – Partnership, Limited Liability Company, Association Or Corporation (Coverage B) Endorsement PR 21 02 to either the:

- a. Physicians, Surgeons And Dentists Professional Liability Coverage Part;
- b. Allied Health Care Providers Professional Liability Coverage Part;
- c. Optometrists Professional Liability Coverage Part; or
- d. Veterinarians Professional Liability Coverage Part.

D. Coverage Amendment Endorsements

1. To state that the company will not settle any claim or suit without the insured's consent and to set forth the most the company will pay if the insured does not consent to a settlement which is acceptable to the claimant, use Consent To Settle Endorsement PR 24 00.

This endorsement applies to all Medical Professional Liability Coverage Parts, except Hospital Professional, Blood Bank Professional, and Diagnostic Testing Laboratories Professional Liability Coverage Parts.

2. Coverage disputes between the company and an insured may be submitted to arbitrators by mutual agreement between the parties. When there is prior agreement that arbitration of a dispute will be binding on both parties, attach Binding Arbitration Endorsement PR 24 02. When, by prior agreement, the decision of the arbitrators may be appealed to a court, attach Non-binding Arbitration Endorsement PR 24 01.

This endorsement applies to all Medical Professional Liability Coverage Parts.

3. The company agrees that its right to use charitable immunity, where applicable as a defense for liability suits, will be waived, unless the insured requests otherwise, by attaching Waiver Of Charitable Immunity Endorsement PR 24 03.

This endorsement applies to all Medical Professional Liability Coverage Parts.

4. The company agrees that its right to use governmental immunity, where applicable as a defense for liability against an insured governmental entity, will be waived, unless the insured requests otherwise, by attaching Waiver Of Governmental Immunity Endorsement **PR 24 04**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

E. Additional Coverage Endorsements

1. To provide products liability coverage for diagnostic testing laboratories use Products Liability Coverage For Diagnostic Testing Laboratories Endorsement **PR 04 00**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To provide for the payment of defense expenses on behalf of the named insured, when the named insured has assumed the tort liability of another under a contract or agreement pertaining to the named insured's business, use Contractual Liability Coverage Extension Endorsement:

- a. **PR 04 01** for use with the Hospital Professional Liability Coverage Part.
- b. **PR 04 02** for use with the Allied Health Care Providers and Physicians, Surgeons And Dentists Professional Liability Coverage Parts .
- c. **PR 04 03** for use with the Blood Banks Professional Liability Coverage Part.
- d. **PR 04 04** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.
- e. **PR 04 05** for use with the Optometrists Professional Liability Coverage Part.
- f. **PR 04 06** for use with the Veterinarians Professional Liability Coverage Part.

F. Amendment Of Limits Of Insurance Endorsements

1. For hospitals, blood banks and diagnostic testing laboratories, the policy Aggregate Limit may be changed for certain medical or laboratory incidents from a per-policy basis to a per-location basis. The policy Aggregate Limit, with respect to certain medical or laboratory incidents, may be replaced for each designated location with a Designated Location Aggregate Limit which is equal to the amount of the Aggregate Limit shown in the Declarations of the policy, by attaching Amendment – Aggregate Limits Of Insurance (Designated Locations) Endorsement:

- a. **PR 25 00** for use with the Blood Banks and Hospital Professional Liability Coverage Parts.
- b. **PR 25 01** for use with the Diagnostic Testing Laboratories Professional Liability Coverage Part.

2. The limits of insurance may be amended to combine the aggregate limits when individual liability and partnership, limited liability company, association or corporation professional liability is provided. Use Amendment – Combined Aggregate Limit Of Insurance Endorsement:

- a. **PR 25 02** for use with the Physicians, Surgeons And Dentists Professional Liability Coverage Part .
- b. **PR 25 03** for use with the Allied Health Care Providers Professional Liability Coverage Part.
- c. **PR 25 04** for use with the Optometrists Professional Liability Coverage Part.
- d. **PR 25 05** for use with the Veterinarians Professional Liability Coverage Part.

G. Interline Endorsements

1. To state that the company will use the rules and rates in effect at the time of renewal or anniversary date of the policy, attach Calculation Of Premium Endorsement **IL 00 03**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

2. To amend various Declarations and endorsement schedule elements, such as the Named Insured, mailing address, policy period, deductible amounts and limits of insurance, use Policy Changes Endorsement **IL 12 01**.

This endorsement applies to all Medical Professional Liability Coverage Parts.

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RULE 21. SPECIAL RULES APPLICABLE TO THE CLAIMS-MADE COVERAGE FORMS

A. Extended Reporting Periods

1. If the requirements relating to the termination, renewal or replacement of the claims-made coverage specified in Section V – Extended Reporting Period of the appropriate medical professional liability claims-made coverage form are met, an extended reporting period of unlimited duration is available for an additional charge. Attach Extended Reporting Period Endorsements:

a. **PR 27 00** for use with the Allied Health Care Providers, Optometrists, Physicians, Surgeons And Dentists and Veterinarians Professional Liability Coverage Parts; and

b. **PR 27 01** for use with the Blood Banks, Diagnostic Testing Laboratories and Hospital Professional Liability Coverage Parts.

2. The Named Insured must notify the company of their intent to purchase the Extended Reporting Period Endorsement within 30 days after the end of the policy period or the date of termination of the policy, whichever comes first.

3. The Extended Reporting Period starts with the end of the policy period and applies only to claims for injury caused by an incident which occurred on or after the Retroactive Date shown in the Declarations and before the end of the policy period, provided a claim for such injury is first made during the Extended Reporting Period.

4. If the Extended Reporting Period is in effect, supplemental aggregate limits will be provided for any claim first made during the Extended Reporting Period.

The supplemental aggregate limits will be equal to the dollar amount shown in the Declarations or any amendments thereto in effect at the end of the policy period. When Extended Reporting Period Endorsements **PR 27 00** or **PR 27 01** are used, these supplemental aggregate limits will apply separately for the Individual Professional Liability Aggregate Limit and the Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.

5. The following applies only to Physicians, Surgeons And Dentists, Allied Health Care Providers, Optometrists and Veterinarians Professional Liability Coverage:

If the circumstances relating to the insured's death, permanent disability or permanent retirement are met, as specified in Section V – Extended Reporting Period, an Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement of unlimited duration will be automatically provided without charge. This Extended Reporting Period starts with the end of the policy period and does not apply to claims that are covered under any subsequent insurance or extended reporting period purchased or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

The Extended Reporting Period In Case Of Death, Permanent Disability Or Retirement does not reinstate or increase the limits under the policy.

B. Retroactive Date

The Retroactive Date is a specific date entered on the Declarations of the policy. Any injury which occurred prior to the Retroactive Date is not covered, even if a claim for such injury is first made during the policy period or any Extended Reporting Period. Once a Retroactive Date is established for an insured, it can only be advanced with the written consent of the first Named Insured, and then only:

1. If there is a change in carrier;

2. If there is a substantial change in the insured's operations which results in an increased exposure to loss;

3. If the insured fails to provide the company with information:

a. The insured knew or should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or

b. Which was requested by the company; or

4. At the request of the insured.

Prior to the advancement of the Retroactive Date under any of these conditions, the company must obtain the written acknowledgment of the first Named Insured acknowledging that the first Named Insured has been advised of the right to purchase the Extended Reporting Period Endorsement.

If "none" is entered on the Declarations of the policy, there is no Retroactive Date. If there is no Retroactive Date, coverage may be afforded for injury occurring prior to the inception date of the policy.

C. Claims-made Rates

To obtain the claims-made rates, apply the multipliers in Tables **21.C.#1(RF)** through **21.C.#3(RF)** to the basic limits rate shown on the state rates.

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RULE 22. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

Choose one of the following four options:

A. Option One – Exclusion – Year 2000 Computer-related And Other Electronic Problems Endorsements

To exclude coverage for all risks associated with a computer or computer-related, actual or alleged failure, malfunction, inadequacy or inability to correctly recognize, distinguish, interpret or accept the year 2000 and beyond, attach Exclusion – Year 2000 Computer-related And Other Electronic Problems Endorsements:

1. **PR 21 04** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 21 05** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

B. Option Two – Year 2000 Computer-related And Other Electronic Problems – Limited Coverage Options Endorsements

Optional coverage for liability arising out of computer-related problems due to the year 2000 may be provided by attaching Year 2000 Computer-related And Other Electronic Problems – Limited Coverage Options Endorsements:

1. **PR 04 07** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 04 08** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons And Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

Insurers and insureds must agree on the location, operations, tests, treatments, products or services that will receive coverage by filling in the proper information in Schedule A – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Covered.

This coverage may be provided with a deductible by attaching the applicable Deductible Liability Insurance Endorsement.

Refer to company for rating.

C. Option Three – Year 2000 Computer-related And Other Electronic Problems – Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services

To exclude coverage for specific aspects of insured risks arising out of computer-related problems due to the change to the year 2000, for specified locations, operations, tests, treatments, products or services, attach Year 2000 Computer-related And Other Electronic Problems – Exclusion Of Designated Locations, Operations, Tests, Treatments, Products Or Services Endorsements:

1. **PR 21 06** to the Blood Banks Professional Liability Coverage Part, Diagnostic Testing Laboratories Professional Liability Coverage Part and the Hospital Professional Liability Coverage Part.
2. **PR 21 07** to the Allied Health Care Providers Professional Liability Coverage Part, Optometrists Professional Liability Coverage Part, Physicians, Surgeons and Dentists Professional Liability Coverage Part and the Veterinarians Professional Liability Coverage Part.

Insurers and insureds must agree on the location, operations, tests, treatments, products or services that will be excluded by filling in the proper information in the Schedule – Description Of Location, Operations, Tests, Treatments, Products Or Services To Be Excluded.

Refer to company for rating.

D. Option Four – No Endorsements

If a risk does not have a year 2000 exposure or you are willing to accept the year 2000 exposure of a risk at no additional premium, attach no endorsement.

If a risk presents a unique or unusual exposure due to the change to the year 2000 and you accept that risk

without any endorsements, refer to company for rating.

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Empire Fire and Marine Insurance Company Exceptions to ISO General Rules

Rule 9-Additional Premium Changes

Rule 10-Return Premium Changes

Rule 16-Basic Limits

Rule 17-Increased Limits Tables

Rule 20-Description of Additional Optional Endorsements

Additional Rule Base Rates

Additional Rule Other Premium Modifications

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EXCEPTION PAGE

COUNTRYWIDE

SECTION I
GENERAL RULES

RULE 9.
ADDITIONAL PREMIUM CHANGES

Paragraph 9.B.1. Waiver of Premium is replaced with the following:

- | | |
|----|--|
| B. | Waiver Of Premium |
| 1. | Additional premiums at or below \$25.00 may be waived. |

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COUNTRYWIDE

SECTION I
GENERAL RULES

RULE 10.

RETURN PREMIUM CHANGES

Paragraph 1. of section B. Waiver of Premium is replaced by the following:

B. Waiver Of Premium

1. Return premiums at or below \$25.00 may be waived.

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SECTION I
GENERAL RULES

RULE 16.

BASIC LIMITS

Paragraph 16.B. is replaced by the following:

B.	For basic limits, refer to company Additional Rule - Base Rates.
----	--

COUNTRYWIDE

[illegible]

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COUNTRYWIDE

SECTION I
GENERAL RULES

RULE 20.

DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

The following is added to paragraph E. Additional Coverage Endorsements

Volunteer Workers Professional Liability Coverage – EM 4656

- | | |
|----|---|
| E. | Professional liability coverage for volunteer workers may be provided under the Allied Health Care Providers Professional Liability Coverage form by attaching EM 4656 Volunteer Worker(s) Professional Liability Coverage. |
|----|---|

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RATE PAGE

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SECTION I
GENERAL RULES

ADDITIONAL RULE OTHER PREMIUM MODIFICATIONS	
Surcharge	Description
25%	More than 50% of calls are dispatched as emergency
10%	Hospital based but not hospital owned
25%	Advanced life support services provided

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RATE PAGE

SECTION I
GENERAL RULES

ADDITIONAL RULE
BASE RATES

Base Rates Per Power Unit at 500/1500 Base Rate			
a.	Rate per Unit: \$861 - \$1,434		
b.	Discount factor applied to each unit		
	Number of Units	Factor	
	First 4	1.00	
	5 th to 19 th	0.87	
	20 th +	0.78	
Example:			
Policy with 25 power units, priced at mid-point of range			
	Units	Base	Total Premium
First 4	4	\$1148	\$4,592
5 th to 19 th	15	\$999	\$14,985
20 th +	6	\$895	\$5,370
Total	25	--	\$24,947

Classifications:

Rule 33-Classification Procedures

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MEDICAL PROFESSIONAL LIABILITY**

RULE 33. CLASSIFICATION PROCEDURES

For classification assignment purposes, classification wording or classification notes takes precedence over any General or Coverage Rules.

A. Hospital Risks

1. For Classification Assignment Purposes

- a. Based on the insured's business operation, choose the classification from Table #1(CT) which best describes the operation.
- b. More than one classification may be necessary for risks with multiple business operations.
- c. If none of the classifications adequately describe an operation, refer to company.
- d. The "Convalescent or Nursing Homes", "Mental-psychopathic Institutions" and "Rehabilitation Hospital" classifications shall apply to any osteopathic institution other than osteopathic hospitals and osteopathic clinics.
- e. The classification for "Clinics, Dispensaries or Infirmaries" does not apply to drugless healing institutions such as chiropractic, naturopathic, sanipractic and Christian Science Institutions. Such risks shall be submitted for rating.
- f. Hospitals, institutions and clinics operated by the federal government or a state, county, city or other governmental unit shall be rated as not-for-profit hospitals, institutions or clinics, as appropriate.

2. For Premium Computation Purposes

- a. Hospital classifications, depending on the service provided, are rated on either a "beds" or an "outpatient visits" basis or both.
- b. Hospitals are subject to additional premium charges for each of their employed staff physicians, surgeons or dentists, other than interns, who do not have their own private practices. Follow the same rules for classifying the physicians, surgeons or dentists insured for Physicians, Surgeons And Dentists Professional Liability insurance, as described in this manual, to determine the appropriate rating for such employed physicians, surgeons or dentists. Apply the factor shown in Table 33.A.2.b.(RF) to the rates from the appropriate classifications for each employed physician, surgeon or dentist to calculate the additional charges.

B. Physicians And Surgeons Risks

1. For Classification Assignment Purposes

- a. When multiple physicians and surgeons are covered under the same policy, each insured physician or surgeon shall be assigned to one classification only, based on that person's medical specialty.
- b. If two or more classifications apply to the same individual, use the highest rated classification.
- c. Any individual who would normally be assigned to a classification whose code number is followed by an asterisk must be classified under the appropriate "Physicians – no major surgery" table if he or she performs any of the following medical techniques or procedures, as shown in Table #3(CT):
 - (1) Acupuncture other than acupuncture anesthesia
 - (2) Angiography
 - (3) Arteriography
 - (4) Catheterization – arterial, cardiac or diagnostic – other than:
 - (a) The occasional emergency insertion of pulmonary wedge pressure recording catheters or temporary pacemakers;
 - (b) Urethral catheterization; or
 - (c) Umbilical cord catheterization for diagnostic purposes or for monitoring blood gases in newborns receiving oxygen
 - (5) Cryosurgery, other than use on benign or premalignant dermatological lesions
 - (6) Discograms

- (7) Lasers used in therapy
- (8) Lymphangiography
- (9) Myelography
- (10) Phlebography
- (11) Pneumoencephalography
- (12) Radiation therapy, including X-ray laboratories
- (13) Shock Therapy

d. Any individual who would normally be assigned to a classification whose code number is followed by a cross-hatch must be classified under the appropriate "Physicians – no major surgery" table if he or she performs any of the following medical techniques or procedures, as shown in Table #4(CT):

- (1) Colonoscopy
- (2) Endoscopic Retrograde Cholangiopancreatography
- (3) Laparoscopy (Peritonoscopy)
- (4) Needle Biopsy, including lung and prostate, but not including liver, kidney or bone marrow biopsy
- (5) Pneumatic or mechanical esophageal dilation (not with bougie or olive)
- (6) Radiopaque Dye Injections, into blood vessels, lymphatics, sinus tracts or fistulae (Not applicable to radiologists)

e. Table #18(CT) provides information regarding the correlation between the medical specialties under the General Certificates and Subspecialty Categories, as approved by the American Board of Medical Specialties (ABMS). Refer to Table #18(CT) to determine the appropriate classification for an insured physician or surgeon when the medical specialty provided by such insured physician or surgeon is only listed in the Subspecialty Categories as described by the ABMS.

f. Physicians or surgeons that teach on a full-time basis shall be classified in accordance with the Teaching Physicians And Surgeons classifications as shown in Table #2(CT).

g. Physicians and surgeons in active United States Military Service shall be classified in accordance with Table #6(CT).

h. Medical Doctors (M.D.) and Doctors of Osteopathy (D.O.) are to be coded separately for statistical reporting purposes in accordance with the codes shown in the applicable Classification Tables.

i. Retired physicians or surgeons who practice on a limited basis may be insured on a "refer-to-company" basis. For statistical purposes, use Code 80179 for medical doctors and Code 84179 for osteopathic doctors.

j. Any insured physician or surgeon who provides regular bed and board facilities for patients shall be classified and rated as a hospital. Refer to the rules for Hospital Professional Liability Coverage.

k. Refer to the definitions of Medical and Surgical Dental Terminology section of the classification table for the Medical and Surgical Specialties Glossary, and the Medical and Surgical Procedures Glossary, for reference.

l. For partnership or corporate liability coverage, use the appropriate additional charge classifications in Table #7(CT).

m. Physicians and surgeons who serve on medical review boards are subject to an additional charge as provided in Table #8(CT).

2. For Premium Computation Purposes

a. Physicians and surgeons classifications are rated on a "per-person" basis.

b. For physicians or surgeons employed full time by the Federal Government, apply the factor shown in Table 33.B.2.b.(RF) of the rates which would otherwise apply to such physicians or surgeons, based on the classification assignment which reflects their medical specialty. For statistical reporting purposes use Code 80178 for medical doctors and Code 84178 for osteopathic doctors.

c. Insured physicians or surgeons are subject to additional premium charges based on the applicable additional charges classification shown in Table #7(CT). These additional charge classifications are not designed to be used as governing classifications, except for the Partnership Liability and Corporate Liability classifications (Codes 80999 and 84999). Refer to the notes for the application of these classifications.

C. Dentists Risks

1. For Classification Assignment Purposes

- a. When multiple dentists are covered under the same policy, each insured dentist shall be assigned to one classification only. Refer to Table #9(CT), for the appropriate classification.
- b. If two or more classifications apply to the same individual, use the highest rated classification.
- c. Refer to Paragraph C. in the definitions of Definition of Medical and Surgical Dental Terminology section of the classification table for information regarding the special areas of dental practice recognized by the American Dental Association.
- d. Dentists that teach on a full-time basis shall be classified in accordance with the Teaching Dentists classifications as shown in Table #9(CT).
- e. Dentists in active United States Military Service shall be classified in accordance with the Table #11 (CT).
- f. Retired dentists who practice on a limited basis may be insured on a "refer-to-company" basis. For statistical purposes, use Code 80220.
- g. For partnership or corporate liability coverage, use the appropriate additional charge classifications in Table #10(CT).

2. For Premium Computation Purposes

- a. Dentists classifications are rated on a "per-person" basis.
- b. For dentists employed full time by the Federal Government, refer to Table #12(CT) to determine the appropriate classification.
- c. Insured dentists are subject to additional premium charges for specific situations shown in Table #10 (CT). Refer to Table #10(CT) to determine the appropriate additional charges.

D. Miscellaneous Medical Professional Risks

1. Classifications

Miscellaneous classifications are composed of those classifications which are not assignable to Hospitals, Physicians and Surgeons or Dentists categories. Refer to:

- a. Tables #13(CT) and #14(CT) for miscellaneous medical – individual risks.
- b. Table #15(CT) for additional charges for certain miscellaneous medical individual risks classifications, in accordance with Tables #13(CT) and #14(CT).
- c. Table #16(CT) for other than individual risks for blood banks and medical or x-ray laboratories.
- d. Table #17(CT) for paraprofessionals for emergency medical technicians, paramedics and ambulance attendants.

2. Rating Bases

The classifications have various rating bases. Choose a classification that best describes the risk's operations and determine whether the insured is or is not an employee.

- a. Blood Banks classifications are rated on a "donations" basis.
- b. Medical or X-ray Laboratories classifications are rated on a "receipts" basis.
- c. Acupuncturists are rated on a "per-person" basis.
- d. Art, Music and Dance Therapists are rated on a "per-person" basis.
- e. Nurses classifications are rated on a "per-person" basis.
- f. All other classifications shown under Other Than Employees Professional Liability in Table #13(CT) are rated on either a "per-person" or "per-partner" basis.
- g. All classifications shown under Employees Professional Liability in Table #13(CT) are rated on a "per-person" basis.
- h. Paraprofessionals are rated on a "per-person" basis.

3. Classification Assignment And Premium Computation Purposes

- a. For the following risks:
 - (1) Blood Banks; and
 - (2) Medical or X-ray Laboratories,
 follow the same rules which apply for Hospital Professional Liability Coverage, to the extent such rules apply to miscellaneous medical professional risks.
- b. For all other risks shown in Tables #13(CT) and #14(CT) follow the same rules which apply for Physicians And Surgeons Professional Liability Coverage, to the extent such rules apply to

miscellaneous medical professional risks.

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Rating Relativities & Factors:

Rating Relativities & Factors Supplemental Table

Rule 5-Premium Computation

Rule 11-Policy Cancellations

Rule 18-Deductibles

Rule 21-Special Rules Applicable to The Claims-Made Coverage Forms

Rule 33-Classification Procedures

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RATING RELATIVITIES AND FACTORS SUPPLEMENTAL TABLE(S)

Description	M.D. Code No.	D.O. Code No.	Factor
Employed Nurse Anesthetist	80452	84452	.10
Employed Physician And Surgeons	80177	84177	.25

Table #1(RF) Physicians And Surgeons – Additional Charges

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RULE 5. PREMIUM COMPUTATION

Term Of Policy	Term Factor
6 months	0.5
18 months	1.5
2 years	2.0
3 years	3.0

Table 5.A.1.(RF) Prepaid Policies

Factor
1.1

Table 5.A.2.(RF) Prepaid Policies

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RULE 11. POLICY CANCELLATIONS

Factor
.90

Table 11.B.(RF) Other Calculations

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RULE 18. DEDUCTIBLES

Deductible Amount	Discount Factor
\$250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.006
3,000	0.009
4,000	0.012
5,000	0.015
10,000	0.027
15,000	0.039
20,000	0.049
25,000	0.059
50,000	0.104
75,000	0.141
100,000	0.172
150,000	0.225
200,000	0.268
250,000	0.302
500,000	0.419
750,000	0.491
1,000,000	0.540

Table 18.C.#1(RF) Hospitals

Deductible Amount	Discount Factor
\$250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.005
3,000	0.006
4,000	0.008
5,000	0.010
10,000	0.020
15,000	0.029
20,000	0.038
25,000	0.046
50,000	0.086
75,000	0.121

100,000	0.153
150,000	0.210
200,000	0.257
250,000	0.299
500,000	0.448
750,000	0.538
1,000,000	0.595

Table 18.C.#2(RF) Physicians

Deductible Amount	Discount Factor
\$250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.005
3,000	0.006
4,000	0.007
5,000	0.009
10,000	0.018
15,000	0.027
20,000	0.035
25,000	0.043
50,000	0.080
75,000	0.114
100,000	0.144
150,000	0.198
200,000	0.245
250,000	0.286
500,000	0.435
750,000	0.530
1,000,000	0.593

Table 18.C.#3(RF) Surgeons

Deductible Amount	Discount Factor
\$250	0.002
500	0.005
750	0.007
1,000	0.009
2,000	0.018
3,000	0.026
4,000	0.034
5,000	0.041
10,000	0.073
15,000	0.100
20,000	0.123
25,000	0.144
50,000	0.221
75,000	0.275
100,000	0.314

150,000	0.367
200,000	0.401
250,000	0.423
500,000	0.480
750,000	0.505
1,000,000	0.518

Table 18.C.#4(RF) Dentists

Deductible Amount	Discount Factor
\$250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.008
3,000	0.012
4,000	0.015
5,000	0.019
10,000	0.035
15,000	0.051
20,000	0.065
25,000	0.079
50,000	0.139
75,000	0.188
100,000	0.229
150,000	0.293
200,000	0.341
250,000	0.381
500,000	0.510
750,000	0.580
1,000,000	0.620

Table 18.C.#5(RF) Allied Health Care

Deductible Amount	Discount Factor
\$250	0.001
500	0.002
750	0.003
1,000	0.004
2,000	0.005
3,000	0.008
4,000	0.010
5,000	0.013
10,000	0.025
15,000	0.036
20,000	0.048
25,000	0.058
50,000	0.107
75,000	0.150
100,000	0.188
150,000	0.251

200,000	0.302
250,000	0.344
500,000	0.479
750,000	0.552
1,000,000	0.598

Table 18.C.#6(RF) Nursing Homes

Deductible Amount	Discount Factor
\$250	0.034
500	0.065
750	0.092
1,000	0.117
2,000	0.191
3,000	0.239
4,000	0.270
5,000	0.292
10,000	0.342
15,000	0.370
20,000	0.392
25,000	0.409
50,000	0.469
75,000	0.497
100,000	0.510
150,000	0.522
200,000	0.525
250,000	0.528
500,000	0.539
750,000	0.547
1,000,000	0.554

Table 18.C.#7(RF) Veterinarians

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RULE 21. SPECIAL RULES APPLICABLE TO THE CLAIMS-MADE COVERAGE FORMS

Hospital, Blood Banks And Diagnostic Testing Laboratories Professional Liability Coverage												
Number Of Whole Years In Claims-made Program	Number Of Months In Claims-made Program											
	0	1	2	3	4	5	6	7	8	9	10	11
0	.35	.37	.39	.41	.43	.45	.47	.50	.52	.54	.56	.58
1	.60	.61	.62	.64	.65	.66	.67	.69	.70	.71	.72	.74
2	.75	.75	.76	.76	.77	.77	.77	.78	.78	.79	.79	.80
3	.80	.80	.81	.81	.82	.82	.82	.83	.83	.84	.84	.85
4	.85											

Table 21.C.#1(RF) Hospital, Blood Banks And Diagnostic Testing Laboratories

Physicians And Surgeons, Allied Health Care And Optometrists Professional Liability Coverage												
Number Of Whole Years In Claims-made Program	Number Of Months In Claims-made Program											
	0	1	2	3	4	5	6	7	8	9	10	11
0	.25	.27	.29	.31	.33	.35	.37	.40	.42	.44	.46	.48
1	.50	.52	.54	.56	.58	.60	.62	.65	.67	.69	.71	.73
2	.75	.75	.76	.76	.77	.77	.77	.78	.78	.79	.79	.80
3	.80	.80	.81	.81	.82	.82	.82	.83	.83	.84	.84	.85
4	.85											

Table 21.C.#2(RF) Physicians And Surgeons, Allied Health Care And Optometrists

Anesthesiologists, Neurosurgeons, Dentists And Veterinarians Professional Liability Coverage												
Number Of Whole Years In Claims-made Program	Number Of Months In Claims-made Program											
	0	1	2	3	4	5	6	7	8	9	10	11
0	.375	.39	.40	.41	.42	.43	.44	.45	.46	.47	.48	.49
1	.50	.52	.54	.56	.58	.60	.62	.65	.67	.69	.71	.73
2	.75	.75	.76	.76	.77	.77	.77	.78	.78	.79	.79	.80
3	.80	.80	.81	.81	.82	.82	.82	.82	.83	.83	.84	.85
4	.85											

Table 21.C.#3(RF) Anesthesiologists, Neurosurgeons, Dentists And Veterinarians

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RULE 33. CLASSIFICATION PROCEDURES

Factor
.35

Table 33.A.2.b.(RF) For Premium Computation Purposes

Factor
.75

Table 33.B.2.b.(RF) For Premium Computation Purposes

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Classification Table:

Introduction
Hospital Risks
Physicians & Surgeons
Dentists Risks
Miscellaneous Medical Professional

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CLASSIFICATION TABLE**INTRODUCTION****A. Introduction**

This section contains an alphabetical listing of classification and rating information for Division Seven – Medical Professional Liability. The classification listing has been divided into four tables for:

1. Hospitals
2. Physicians And Surgeons
3. Dentists
4. Miscellaneous Medical Professionals

B. Explanation Of Classification System

The purpose of the classification system is to group insureds into classifications so that the rate for each classification reflects the hazards common to those insureds.

The classification system used in this manual basically reflects the grouping methods adopted by the involved medical professional associations (e.g., the American Hospital Association, American Board of Medical Specialties) for their statistical gathering purposes. However, this classification system may not necessarily be identical to those utilized by different medical professional associations.

BASES OF PREMIUM

The exposure base used for determining the premium charge for each classification is indicated in the specific classification. The definitions of the bases of premium are as follows:

A. Beds

The daily average number of beds, cribs and bassinets occupied during the policy period.

The rates apply per bed.

B. Donations

The total of all blood donations administered by the named insured during the policy period.

The rates apply per donation.

C. Outpatient Visits

The total number of visits made during the policy period by patients who do not receive bed and board service.

The rates apply per 100 outpatient visits.

D. Person

Each individual who is being insured.

The rates apply per person.

DEFINITIONS, ABBREVIATIONS AND SYMBOLS**A. Premium Bases**

The following premium bases are used with the classifications in this manual:

Symbol	Description
o	Outpatient Visits
b	Beds
d	Donations
r	Person
t	See classification notes

B. NOC

"NOC" means Not Otherwise Classified. A classification designated "NOC" shall apply only if no other classification more specifically describes the insured's business.

C. Notes

The last column in the Classification Tables, "Notes For Company Use", may be used by companies for additional information.

D. Including

If a classification contains the descriptive phrase "including...", the operations which are so designated shall not be assigned to a separate classification even though such operations are described by another classification or are at a separate location.

E. D.O.

D. O. means Doctor of Osteopathy.

F. For-profit Hospital, Institution Or Clinic

For-profit Hospital, Institution or Clinic means one which is neither a "Governmental Hospital, Institution or Clinic" nor a "Not-for-profit Hospital, Institution or Clinic", as defined in this section.

G. Major Surgery

Major Surgery means:

- a. Performing major surgery; or
- b. Assisting in major surgery on patients other than the insured's.

Tonsillectomies, adenoidectomies and cesarean sections are major surgery.

H. M.D.

M. D. means Medical Doctor.

I. Minor Surgery

Minor Surgery means:

- a. Performing minor surgery (including obstetrical procedures which are not major surgery);
- b. Assisting in major surgery on the insured's patients.

J. No Surgery

No Surgery means neither performing surgery nor obstetrical procedures nor assisting in surgery. Incising of boils and superficial fascia, suturing of minor lacerations and removal of superficial skin lesions by other than surgical incision are not surgery.

K. Not-for-profit Hospital, Institution Or Clinic

Not-for-profit Hospital, Institution or Clinic means one which is not operated by a governmental unit and the net earnings of which do not inure to the benefit of any private individual.

L. Teaching Physician Or Surgeon

Teaching Physician or Surgeon means one who teaches on a full-time basis and has no private practice.

DEFINITIONS OF MEDICAL AND SURGICAL / DENTAL TERMINOLOGY**A. Medical And Surgical Specialties Glossary**

1. Aerospace Medicine means the branch of medicine which deals with physiological, medical, psychological and epidemiological (i.e., disease-related) problems in present day air and space travel.
2. Allergy means a condition in which an individual is sensitive to a substance (or temperature) that does not affect most other people – such as pollen, dust or food.
3. Anesthesiology means the branch of medicine specializing in anesthesia – the abolition of sensation or the rendering unconscious by artificial means.
4. Broncho-esophagology means the branch of medicine which deals with the bronchial tree (body tubes which carry air) and the esophagus (muscular tubular organ which carries food from mouth to stomach).
5. Cardiovascular Disease means any disease pertaining to the heart and blood vessels.
6. Critical Care Medicine means the branch of medicine which provides around-the-clock monitoring and treatment of life-endangered patients by highly-trained physicians and nurses in emergency departments and special care units.
7. Dermatology means the branch of medicine that deals with diagnosis and treatment of diseases of the skin.
8. Diabetes means the branch of medicine that deals with a disease associated with deficient insulin secretion.
9. Endocrinology means the branch of medicine that deals with the endocrine (ductless) glands (e.g.,

thyroid) and the various internal secretions.

10. Forensic Medicine, refer to Legal Medicine.

11. Gastroenterology means the branch of medicine that deals with the anatomy, physiology and pathology of the stomach and intestines.

12. General Preventive Medicine means the branch of medicine which aims at the prevention of disease.

13. Geriatrics means the branch of medicine that deals with the structural changes, physiology, diseases and hygiene of old age.

14. Gynecology means the branch of medicine that deals with the functions and diseases peculiar to women.

15. Hematology means the branch of medicine that deals with the blood and its diseases.

16. Hospitalist is a hospital-based general physician who manages the care of hospital patients in place of the patients' primary care physicians.

17. Hypnosis means a trance-like condition that can be artificially induced, characterized by an altered consciousness, diminished will power, and an increased responsiveness to suggestion.

18. Infectious Diseases means any diseases that are due to the growth and action of microorganisms or parasites in the body, and that may or may not be contagious.

19. Internal Medicine means the branch of medicine that is concerned with the diagnosis, prevention and treatment of disease in adults.

20. Laryngology means the branch of medicine that deals with the larynx (throat part, vocal cords), its functions and its pathology.

21. Legal Medicine means the application of medical principles in law (also called Forensic Medicine).

22. Manipulation means the skillful handling in the adjustment of an abnormality or the bringing about of a desirable condition, as the changing of the position of the fetus, the alignment of the fragments of a broken bone, the replacement of a protruding organ (in hernia), etc.

23. Medical Technologist is a laboratory professional who performs clinical laboratory analysis as well as fine line discrimination and the correction of errors.

24. Neoplastic Diseases means any diseases that are concerned with any new and abnormal growth, such as a tumor.

25. Nephrology means the branch of medicine that deals with the kidney and its diseases.

26. Neurology means the branch of medicine that deals with the nervous system and its disorders.

27. Nuclear Medicine means the branch of medicine that deals with diagnostic, therapeutic and investigative use of radioactive materials or radiopharmaceuticals.

28. Nurse Practitioner is a registered nurse with advanced training who is qualified to assume some of the duties and responsibilities of a physician.

29. Nutrition means the branch of medicine that deals with the act or process of nourishing or taking nourishment, especially the processes by which the food is assimilated.

30. Obstetrics means the branch of medicine that deals with pregnancy and childbirth.

31. Occupational Medicine means the branch of medicine that deals with treatment of work-related illnesses and injuries.

32. Oncology means the branch of medicine that deals with the study of tumors.

33. Ophthalmology means the branch of medicine that deals with the structure, functions and diseases of the eye.

34. Orthotics means the branch of medicine dealing with the support and bracing of ineffective or weak joints and muscles.

35. Otology means the branch of medicine that deals with the ear.

36. Otorhinolaryngology means the branch of medicine that treats the ear, nose and throat.

37. Pathology means the branch of medicine that deals with the origin, nature, causes and development of diseases.

38. Pediatrics means the branch of medicine that deals with the diseases and hygienic care of children.

39. Pharmacology, Clinical means the branch of medicine concerned with the nature, preparation, administration and effects of drugs.

40. Physiatry means the practice of Physical Medicine.

41. Physical Medicine means a consultative, diagnostic and therapeutic medical specialty coordinating and integrating the use of physical therapy (use of light, heat, cold, water, electricity and exercises), occupational therapy and physical reconditioning in the Professional Management of the diseased and injured.
42. Preventive Medicine means the branch of medicine dealing with the prevention of disease.
43. Psychiatry means the branch of medicine that deals with the diagnosis, treatment and prevention of mental disorders.
44. Psychoanalysis means a system used in the investigation of the human mind and the treatment of mental disorders.
45. Psychosomatic Medicine means the branch of medicine that investigates the reciprocal influences of body and mind in the cause, prevention, treatment and cure of disease.
46. Public Health means the branch of medicine that deals with the protection and improvement of community health by organized community effort.
47. Pulmonary Diseases means any diseases that are affecting the lungs.
48. Radiology means the branch of medicine that relates to radiant energy and its application, especially in the diagnosis and treatment of disease.
49. Rheumatology means the branch of medicine that treats rheumatism, a disease marked by the inflammation of the connective tissue structures of the body, especially the muscles and joints.
50. Rhinology means the branch of medicine that relates to the nose and its diseases.
51. Roentgenology, refer to Radiology.
52. Sclerosant means a medicinal substance which induces inflammation in a tissue and a subsequent hardening or shrinkage. It is often used, by injection, in the treatment of varicose veins.
53. Sclerotherapy means the use of a chemical irritant (a sclerosant) to produce a hardening of a structure, as by injecting it into a varicose vein. See under sclerosant.
54. Sports Medicine means the branch of medicine dealing with the prevention and treatment of injuries and diseases related to participation in sports.
55. Surgery, Cardiovascular means surgery pertaining to the heart and blood vessels.
56. Surgery, Neurological means surgery pertaining to the nervous system.
57. Surgery, Orthopaedic means the branch of surgery concerned with the preservation and restoration of the function of the skeletal system.
58. Surgery, Plastic means surgery concerned with the restoration or reconstruction of body structures that are defective or damaged by injury or disease.
59. Surgery, Thoracic means surgery pertaining to the chest.
60. Surgery, Traumatic means surgery pertaining to trauma – a wound or injury.
61. Surgery, Urological means surgery pertaining to the urinary tract of both male and female and the genital organs of the male.
62. Surgery, Vascular means surgery of the blood vessels within the limbs of the body, or the trunk, neck, abdomen or head.
63. Urology is the branch of medicine dealing with the urinary or urogenital organs.

B. Medical And Surgical Procedures Glossary

1. Acupuncture means puncture of the skin with long, fine needles to cure disease or relieve pain.
2. Angiography means the injection of radiopaque dye into a blood vessel (artery or vein), with or without catheterization, for the purpose of radiological study of the vessel or its branches.
3. Arteriography means X-ray studies of arterial circulation following injection of radiopaque material into the blood stream.
4. Catheterization, Cardiac means passage of a small catheter (tubular instrument) into a vein in the arm and through the blood vessels into the heart, permitting the securing of blood samples, determination of intracardiac pressure, and detection of cardiac anomalies (irregularities).
5. Catheterization means the employment or passage of a catheter.
6. Cryosurgery means surgery that uses liquid nitrogen or carbon dioxide to freeze and destroy abnormal tissue.
7. Discograms means a radiological film of an intervertebral disk.

8. Endoscopy means the inspection of cavities of the body by use of the endoscope.
9. Inhalation Therapy is the therapeutic use of inhaled gases.
10. Laparoscopy (Peritonescopy) means a method of examining the peritoneal cavity by means of a peritonescope.
11. Lasers means an operating assembly used to emit a powerful, highly directional and coherent (nonspreading), monochromatic beam of light which has been used as a surgical tool and in research.
12. Lymphangiography means radiological visualization of lymphatic vessels (absorbent vessels which drain tissue fluid from various body tissues and return it to the blood) following injection of a contrast medium.
13. Major Surgery includes operations in or upon any body cavity, including, but not limited to, the cranium, thorax, abdomen or pelvis; any other operation which, because of the condition of the patient or the length or circumstances of the operation presents a distinct hazard to life. It also includes: removal of tumors, bone fractures, amputations, the removal of any gland or organ and plastic surgery.
14. Minor Surgery means a surgical procedure of slight extent and not hazardous to life.
15. Myelography means radiological visualization of the spinal cord after injection of a contrast medium.
16. Needle Biopsy means biopsy in which the tissue or fluid gathering procedure is accomplished through the use of a syringe.
17. Phlebography means radiological visualization of veins following injection of a contrast medium.
18. Pneumoencephalography means X-ray studies of the head following injection of air or gas into the spinal canal following removal of some spinal fluid.
19. Radiation Therapy means the treatment of disease with any type of radiation, most commonly with ionizing radiation, including the use of roentgen rays, radium or other radioactive substances.
20. Radiopaque means not permitting the passage of radiant energy such as X-rays. Radiopaque substances, frequently called "contrast media", are introduced to part of a patient's body to be studied by X-ray. X-rays will not penetrate the radiopaque substance which causes the part to be studied to show white on an exposed X-ray film.
21. Shock Therapy means the treatment of certain psychotic disorders by the injection of drugs, or by electrical shocks, both methods inducing coma, with or without convulsions.

C. Special Areas Of Dental Practice

The American Dental Association Council on Dental Education recognizes the following areas of dental practice.

1. Dental Public Health is the prevention and control of dental diseases and promotion of dental health through organized community efforts.
2. Endodontics is the area of dentistry concerned with the morphology, physiology and pathology of the human dental pulp and periradicular tissues.
3. Oral and Maxillofacial Pathology is the area of dentistry concerned with the nature, identification and management of diseases affecting the oral and maxillofacial regions.
4. Oral and Maxillofacial Radiology is the specialty of dentistry and discipline of radiology concerned with the production and interpretation of images and data produced by all modalities of radiant energy that are used for the diagnosis and management of diseases, disorders and conditions of the oral and maxillofacial region.
5. Oral and Maxillofacial Surgery is a specialty of dentistry which includes diagnosis, surgical and adjunctive treatment of diseases, injuries and defects involving both the functional and esthetic aspects of the hard and soft tissues of the oral and maxillofacial region.
6. Orthodontics and Dentofacial Orthopedics is the area of dentistry concerned with the supervision, guidance and correction of the growing or mature dentofacial structures, including those conditions that require movement of teeth or correction of malrelationships and malformation of their related structures and the adjustment of relationships between and among teeth and facial bones by the application of force and/or the stimulation and redirection of functional forces within the craniofacial complex.
7. Pediatric Dentistry is an age-defined specialty providing both primary and comprehensive preventive oral health care for infants and children through adolescence.
8. Periodontics encompasses the prevention, diagnosis and treatment of diseases of the supporting and surrounding tissues of the teeth or their substitutes.
9. Prosthodontics is that branch of dentistry pertaining to the restoration and maintenance of oral functions,

comfort, appearance and health by the restoration of natural teeth and/or the replacement of missing teeth and contiguous oral and maxillofacial tissues with artificial substitutes.

D. Approved Specialty Boards and Certificate Categories

Refer to the table for approved specialty boards and certificate categories.

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ISO | Medical Professional Liability Loss Cost | 09/01/08

COMMERCIAL LINES MANUAL
DIVISION SEVEN
MEDICAL PROFESSIONAL LIABILITY

CLASSIFICATIONS – HOSPITAL RISKS

Description	Class Code	Premium Base	Notes
Alcohol/Drug Rehabilitation Centers			
For-profit	80601	b	
	80602	o	
Not-for-profit	80603	b	
	80604	o	
Osteopathic	84158	b	
	84159	o	
Cardiac Stress Testing Centers			
For-profit	80605	o	
Not-for-profit	80606	o	
Osteopathic	84160	o	
Clinics, Dispensaries or Infirmaries – treatment of outpatients only – no regular bed and board facilities			
For-profit	80613	o	Clinics, dispensaries or infirmaries incidental to industrial or commercial risks shall be classified and rated under the "For-profit" classification.
Not-for-profit	80614	o	These classifications do not apply to not-for-profit dental clinics. Such risks shall be referred to company. Clinics, dispensaries or infirmaries operated by dentists or physicians shall be classified and rated as Physicians, Surgeons And Dentists Medical Professional Liability Insurance.
Osteopathic	84803	o	If regular bed and board facilities are provided, classify and rate in accordance with the appropriate classification in this manual.
Convalescent or Nursing Homes – not mental-psychopathic institutions			
For-profit	80923	b	
	80951	o	
Not-for-profit	80924	b	
	80952	o	
Hospices			
			These classifications apply to

For-profit	80510	b	institutions specializing in the care and treatment of terminal illness. It does not apply to risks with surgical operating room facilities even though designated as hospices.
Not-for-profit	80512	b	
Hospitals			
For-profit	80611	b	These are NOC classifications.
	80610	o	These classifications apply to hospitals treating all general or special medical and surgical cases including sanitariums with surgical operating room facilities.
Not-for-profit	80612	b	
	80617	o	Veterinary hospitals shall be classified and rated in accordance with the Miscellaneous Medical Professional Liability manual.
Osteopathic	84965	b	
	84966	o	
Mental-psychopathic Institutions			
For-profit	80997	b	These classifications apply to institutions primarily for the restraint and treatment of mental, drug, narcotic or alcoholic cases.
	80999	o	
Not-for-profit	80916	b	
	80917	o	
Outpatient Surgical Facilities			
Osteopathic	84453	o	These classifications apply to institutions providing same-day surgical facilities.
Not Osteopathic	80453	o	
Rehabilitation Hospitals			
For-profit	80516	b	These classifications apply to institutions providing restorative and support services for the disabled. If regular bed and board facilities are provided, classify and rate in accordance with the appropriate classification in this manual.
	80517	o	
Not-for-profit	80518	b	
	80519	o	
Sanitariums or Health Institutions – not hospitals or mental-psychopathic institutions			
For-profit	80925	b	These classifications apply to risks with regular bed and board facilities, and with laboratory or medical departments. It does not apply to risks with surgical operating room facilities even though designated as sanitariums or health institutions.
	80953	o	
Not-for-profit	80926	b	
	80954	o	
Skilled Nursing Facilities – Short Term			
For-profit	80522	b	These classifications apply to institutions primarily engaged in providing skilled nursing care and related services for inpatients requiring medical supervision of their care or rehabilitation services on a daily basis. It does not apply to risks
	80523	o	
Not-for-profit	80524	b	

	80525	o	with surgical operating room facilities, laboratory or medical departments or X-ray apparatus.
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Table #1(CT) Hospital Risks

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ISO | Medical Professional Liability Loss Cost | 09/01/08

COMMERCIAL LINES MANUAL
DIVISION SEVEN
MEDICAL PROFESSIONAL LIABILITY

CLASSIFICATIONS – PHYSICIANS AND SURGEONS

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Aerospace Medicine				See Preventive Medicine – no surgery.
Allergy/Immunology	80254*#	84254*#	r	
Anesthesiology –				
Critical Care Medicine	80181	84181	r	These classifications apply to all general practitioners or specialist who perform general anesthesia acupuncture anesthesia.
Pain Management	80182	84182	r	
All Other	80183	84183	r	
Broncho-esophagology	80101	84101	r	
Cardiovascular Disease –				
minor surgery	80281*	84281*	r	
no surgery	80255*#	84255*#	r	
Dermatology –				
Clinical and Dermatological Immunology	80295	84295	r	
Dermatopathology	80296	84296	r	
All Other	80297	84297	r	
Diabetes –				
minor surgery	80271*	84271*	r	
no surgery	80237*#	84237*#	r	
Emergency Medicine –				
including major surgery	80157	84157	r	This classification applies to any general practitioner or specialist primarily engaged in emergency practice at a clinic, hospital or rescue facility who performs major surgery.
no major surgery	80102	84102	r	This classification applies to any general practitioner or specialist primarily engaged in emergency practice at a clinic, hospital or rescue facility who does not perform major surgery.
Endocrinology –				

minor surgery	80272*	84272*	r	
no surgery	80238*#	84238*#	r	
Family Physicians or General Practitioners –				
no surgery	80420	84420	r	
minor surgery	80421	84421	r	
Forensic Medicine	80240*#	84240*#	r	
Gastroenterology –				
minor surgery	80274*	84274*	r	
no surgery	80241*#	84241*#	r	
General Preventive Medicine – no surgery				See Preventive Medicine – no surgery.
Geriatrics –				
minor surgery	80276*	84276*	r	
no surgery	80243*#	84243*#	r	
Gynecology –				
minor surgery	80277*	84277*	r	
no surgery	80244*#	84244*#	r	
Hematology –				
minor surgery	80278*	84278*	r	
no surgery	80245*#	84245*#	r	
Hospitalists	80222	84222	r	
Hypnosis	80232*#	84232*#	r	
Infectious Diseases –				
minor surgery	80279*#	84279*#	r	
no surgery	80246*#	84246*#	r	
Intensive Care Medicine	80283	84283	r	This classification applies to any general practitioner or specialist employed in an intensive care hospital unit.
Internal Medicine –				
minor surgery	80284*	84284*	r	
no surgery	80257*#	84257*#	r	
Laryngology –				
minor surgery	80285*	84285*	r	
no surgery	80258*#	84258*#	r	
Legal Medicine	80240*#	84240*#	r	

Manipulator		84801*	r	
Neonatal/Perinatal Medicine	80804	84804	r	
Neoplastic Diseases –				
minor surgery	80286*	84286*	r	
no surgery	80259*#	84259*#	r	
Nephrology –				
minor surgery	80287*	84287*	r	
no surgery	80260*#	84260*#	r	
Nephrology – including child –				
minor surgery	80288*	84288*	r	
Neurology – including child –				
no surgery				
Pain Management	80298*#	84298*#	r	
All Other	80299*#	84299*#	r	
Nuclear Medicine	80262*#	84262*#	r	
Nutrition	80248*#	84248*#	r	
Occupational Medicine			r	See Preventive Medicine – no surgery.
Oncology –				
minor surgery	80301	84301	r	
no surgery	80302	84302	r	
Ophthalmology –				
minor surgery	80289*	84289*	r	
no surgery	80263*#	84263*#	r	
Otology –				
minor surgery	80290*	84290*	r	
no surgery	80264*#	84264*#	r	
Otorhinolaryngology –				
minor surgery	80291*#	84291*	r	
no surgery	80265*#	84265*#	r	
Pathology –				
Blood Banking/Transfusion Medicine				
minor surgery	80303*	84303*	r	
no surgery	80304*#	84304*#	r	
Cytopathology				
minor surgery	80305	84305	r	
no surgery	80306*#	84306*#	r	

These classifications include pathological laboratories operated by the insured.

All Other	80307*#	84307*#		
Pediatrics –				
minor surgery	80293*#	84293*#	r	
no surgery	80267*#	84267*#	r	
Pharmacology – clinical	80234*#	84234*#	r	
Physical Medicine and Rehabilitation –				
Pain Management	80208*#	84208*#	r	
All Other	80209*#	84209*#	r	
Physicians – minor surgery	80294*	84294*	r	This is an NOC classification.
Physicians – no surgery	80268*#	84268*#	r	This is an NOC classification.
Physicians' or Surgeons' Assistants	80116*#	84116*#	r	This classification applies to physicians' or surgeons' assistants who have completed an approved course of study leading to university certification and who perform their duties under the direct supervision of a licensed physician or surgeon assisting in the clinical and/or research endeavors of the physician or surgeon.
Preventive Medicine – no surgery				
Aerospace Medicine	80133*#	84133*#	r	
Occupational Medicine	80134*#	84134*#	r	
Public/General Health Medicine	80135*#	84135*#	r	
Medical Toxicology	80138*#	84138*#	r	
Undersea/Hyperbaric Medicine	80139*#	84139*#	r	
Psychiatry –				
Addiction Psychiatry	80224*#	84224*#	r	
Child and Adolescent Psychiatry	80226*#	84226*#	r	
Forensic Psychiatry	80227*#	84227*#	r	
Geriatric Psychiatry	80228*#	84228*#	r	
All Other	80229*#	84229*#	r	
Psychoanalysis	80250*#	84250*#	r	
Psychosomatic Medicine	80251*#	84251*#	r	
Public Health				See Preventive Medicine – no surgery.
Pulmonary Diseases – no surgery	80269*#	84269*#	r	

Radiology – diagnostic – minor surgery	80280*	84280*	r	These classifications include X-ra laboratories operated by the insured.
no surgery	80253*#	84253*#	r	
Radiology – therapeutic – minor surgery	80358	84358	r	
no surgery	80359	84359	r	
Radiology – interventional	80360	84360	r	
Rheumatology – no surgery	80252*#	84252*#	r	
Rhinology – minor surgery	80270*	84270*	r	
no surgery	80247*#	84247*#	r	
Sclerotherapy		84802*	r	
Sports Medicine – no surgery	80205	84205	r	For major surgery use Orthopaed Surgery for the following classifications: 80154; 84154.
minor surgery	80204	84204	r	
Teaching Physicians – no surgery	80321	84321	r	This classification applies to thos physicians who would normally b assigned to M.D. Codes 80230 through 80269 inclusive, or the corresponding D.O. Codes, wher applicable.
minor surgery	80322	84322	r	This classification applies to thos physicians who would normally b assigned to M.D. Codes 80270 through 80294 inclusive, or the corresponding D.O. Codes, wher applicable.
Teaching Physicians or Surgeons – major surgery	80323	84323	r	This classification applies to thos specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80101; 80102; 80103; 80104; 80105; 80107; 80108; 80114; 80115; 80117.
	80324	84324	r	This classification applies to thos specialists who would normally be assigned to the following Codes: 80145; 84145.
	80325	84325	r	This classification applies to thos specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable:

				80106; 80141; 80143; 80151; 80155; 80157; 80158; 80159; 80160; 80166.
	80326	84326	r	This classification applies to those specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80153; 80156; 80167; 80168; 80169; 80170.
	80327	84327	r	This classification applies to those specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80144; 80146; 80150; 80152; 80154; 80171.
Urology				
no surgery	80121	84121	r	
minor surgery	80120	84120	r	

Table #2(CT) Physicians And Surgeons Classifications

These classifications apply to all general practitioners or specialists except those performing major surgery, anesthesiology or acupuncture anesthesiology, who perform any of the following medical techniques or procedures:

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Acupuncture – other than acupuncture anesthesia	80437	84437	r	
Angiography	80422	84422	r	
Arteriography	80422	84422	r	
Catheterization	80422	84422	r	Arterial, cardiac or diagnostic – other than (a) the occasional emergency insertion of pulmonary wedge pressure recording catheters or temporary pacemakers, (b) urethra catheterization or (c) umbilical cord catheterization for diagnostic purposes or for monitoring blood gases in newborns receiving oxygen.
Cryosurgery	80429	84429	r	
Discograms	80428	84428	r	
Lasers – used in therapy	80425	84425	r	
Lymphangiography	80434	84434	r	
Myelography	80428	84428	r	
Phlebography	80434	84434	r	
Pneumoencephalography	80428	84428	r	
				This classification includes X-ray

Radiation Therapy	80425	84425	r	laboratories operated by the insured.
Shock Therapy	80431	84431	r	

Table #3(CT) Physicians – No Major Surgery Classifications (For Classifications With An *)

These classifications apply to all general practitioners or specialists except those performing major surgery, anesthesiology or acupuncture anesthesiology, who perform any of the following medical techniques or procedures:

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Colonoscopy	80443	84443	r	
Endoscopic Retrograde Cholangiopancreatography	80443	84433	r	
Laparoscopy (Peritonescopy)	80440	84440	r	
Needle Biopsy	80446	84446	r	Including lung and prostate, but not including liver, kidney or bone marrow biopsy.
Pneumatic or mechanical esophageal dilation (not bougie or olive)	80443	84443	r	
Radiopaque Dye Injections	80449	84449	r	Injection into blood vessels, lymphatics, sinus tracts and fistulae (Not applicable to Radiologists Codes 80280* and 84280*).

Table #4(CT) Physicians – No Major Surgery Classifications (For Classifications With A #)

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Abdominal	80166	84166	r	
Cardiac	80141	84141	r	
Cardiovascular disease	80150	84150	r	
Colon and rectal	80115	84115	r	
Endocrinology	80103	84103	r	
Gastroenterology	80104	84104	r	
General	80143	84143	r	This is an NOC classification. This classification does not apply to any family or general practitioner or to any specialist who occasionally performs major surgery.
General practice or family practice	80117	84117	r	
Geriatrics	80105	84105	r	
Gynecology	80167	84167	r	
Hand	80169	84169	r	
Head and neck	80170	84170	r	
Laryngology	80106	84106	r	

Neoplastic	80107	84107	r	
Nephrology	80108	84108	r	
Neurology – including child	80152	84152	r	
Obstetrics	80168	84168	r	
Obstetrics – gynecology	80153	84153	r	
Oncology	80164	84164	r	
Ophthalmology	80114	84114	r	
Orthopaedic	80154	84154	r	
Otology	80158	84858	r	This classification does not apply to general practitioners or specialists performing plastic surgery.
Otorhinolaryngology	80159	84859	r	This classification does not apply to general practitioners or specialists performing plastic surgery.
Pediatric	80180	84180	r	
Plastic	80156	84156	r	This is an NOC classification.
Plastic-otorhino-laryngology	80155	84155	r	
Rhinology	80160	84860	r	
Thoracic	80144	84144	r	
Traumatic	80171	84171	r	
Urological	80145	84145	r	
Vascular	80146	84146	r	

Table #5(CT) Surgery Classifications

The following classifications and additional charges apply for physicians and surgeons in active United States Military Service:

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Physicians –				
no surgery	80131	84131	r	Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.
no major surgery	80172	84172	r	The additional charges for radiation or shock therapy do not apply to this classification. Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.
minor surgery	80132	84132	r	Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.
Physicians or Surgeons –				

major surgery	80172	84172	r	<p>This classification applies to those specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80101; 80102; 80103; 80104; 80105; 80107; 80108; 80114; 80115; 80117.</p> <p>Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.</p>
	80173	84173	r	<p>This classification applies to those specialists who would normally be assigned to the following Codes: 80145; 84145.</p> <p>Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.</p>
	80174	84174	r	<p>This classification applies to those specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80106; 80141; 80143; 80151; 80155; 80157; 80158; 80159; 80160; 80166.</p> <p>Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.</p>
Physicians or Surgeons – major surgery (Cont'd)	80175	84175	r	<p>This classification applies to those specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80153; 80156; 80167; 80168; 80169; 80170.</p> <p>Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.</p>
	80176	84176	r	<p>This classification applies to those specialists who would normally be assigned to one of the following M.D. Codes, or the corresponding D.O. Codes, where applicable: 80144; 80146; 80150; 80154; 80171.</p> <p>Any U.S. Military doctors who administer radiation therapy or shock therapy are subject to an additional charge, as indicated.</p>
Additional Charges Radiation Therapy	80136	84136	r	

Shock Therapy	80137	84137	r
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Table #6(CT) Physicians And Surgeons – In Active U.S. Military Service Classifications

The following additional charges apply for all previous classifications, except classifications applicable to physicians and surgeons in active United States Military Service or to those employed full time by the Federal Government. For Teaching Physicians, the additional charges may be used only to the extent that they apply.

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Corporate Liability	80999	84999	r	This classification is to be used as the governing classification when the individual insured physician or surgeon is also insured as either a partnership or corporation, as referenced in Coverage Rule 27.F. and G. , respectively. This classification is subject to any applicable additional charge classifications for employed physicians, surgeons and technicians.
Employed Nurse Anesthetist	80452	84452	r	The manual rate for this classification will be the factor shown in Table #1(RF) applied to the rate for Anesthesiology Codes 80181 and 84181. The rate for this additional charge classification applies not only to employees of individual insured physicians or surgeons but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Employed Physicians' or Surgeons' Assistants	80129	84129	r	This additional charge classification applies not only to individual insured physicians or surgeons but also to physicians or surgeons who are employees of partnerships, limited liability companies, corporations or professional associations practicing medicine.
Employed Physicians or Surgeons	80177	84177	r	The rate shall be the factor shown in Table #1(RF) applied to the rate applicable for the self-employed physician or surgeon.
				The rate for this additional charge classification applies not only to employees of individual insured

Employed Technicians – radium, including diagnostic X-ray laboratory or pathological	80148	84148	r	physicians or surgeons but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Employed Technicians – radiation therapy	80149	84149	r	The rate for this additional charge classification applies not only to employees of individual insured physicians or surgeons but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Partnership Liability	80999	84999	r	This classification is to be used as the governing classification when the individual insured physician or surgeon is also insured as either a partnership or corporation, as referenced in Coverage Rule 27.F. and G. , respectively. This classification is subject to any applicable additional charge classifications for employed physicians, surgeons and technicians.
Shock Therapy – by employed physicians or surgeons involved with major surgery	80161	84161	r	This additional charge applies to each insured physician or surgeon doing shock therapy work. The rate for this additional charge classification applies not only to employees of individual insured physicians or surgeons but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Shock Therapy – by insured physicians or surgeons involved with major surgery	80162	84162	r	This additional charge applies to each insured physician or surgeon doing shock therapy work.
				This additional charge applies to each employed physician or surgeon doing X-ray therapy work.

Radiation Therapy – by employed physicians or surgeons involved with major surgery	80163	84163	r	The rate for this additional charge classification applies not only to employees of individual insured physicians or surgeons but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Radiation Therapy – by insured physicians or surgeons involved with major surgery	80165	84165	r	This additional charge applies to each insured physician or surgeon doing X-ray therapy work.

Table #7(CT) Physicians And Surgeons – Additional Charges

An additional charge applies to each insured physician or surgeon serving on a medical review board. The charge is a percentage of the premium for the individual physician or surgeon. Refer to company for rating.

Description	M.D. Code No.	D.O. Code No.	Premium Base	Notes
Medical Review Boards	80130	84130	r	

Table #8(CT) Physicians And Surgeons – Additional Charges

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CLASSIFICATIONS – DENTISTS RISKS

Description	Class Code	Premium Base	Notes
Dentists	80210	r	<p>This classification applies to any dentist engaged in oral surgery or operative dentistry on patients rendered unconscious through the administering of any anesthesia or analgesia. For increased limits for this classification, refer to Table 17.E.2. (RF).</p> <p>This classification is subject to an additional charge when another dentist is employed by the insured dentist. Use the additional charge for employed dentists, Classification Code 80212.</p> <p>This classification is also subject to a additional charge when the insured dentist administers X-ray therapy. Use the additional charge Classification Code 80215.</p>
Dentists	80211	r	<p>This is an NOC classification.</p> <p>This classification is subject to an additional charge when another dentist is employed by the insured dentist. Use the additional charge for employed dentists, Classification Code 80213.</p> <p>This classification is also subject to a additional charge when the insured dentist administers X-ray therapy. Use the additional charge Classification Code 80215.</p>
Teaching Dentists	80218	r	<p>This classification is subject to an additional charge when the insured dentist does X-ray therapy work. Use the additional charge Classification Code 80215.</p> <p>This classification applies to any dentist engaged in oral surgery or operative dentistry on patients rendered unconscious through the administering of any anesthesia or analgesia.</p>
			This is an NOC classification.

Teaching Dentists	80219	r	This classification is subject to an additional charge when the insured dentist does X-ray therapy work. Use the additional charge Classification Code 80215.
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Table #9(CT) Dentists Risks – General Classifications

Description	Class Code	Premium Base	Notes
Additional Charges			
Corporate Liability	80999	r	This classification is to be used as the governing classification when the individual insured dentist is also insured as either a partnership or corporation, as referenced in Coverage Rule 27.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed dentists.
Employed Dentists	80212	r	Employed dentists are also subject to an additional charge per person if they perform X-ray therapy. Use Classification Code 80214.
Employed Dentists	80213	r	Employed dentists are also subject to an additional charge per person if they perform X-ray therapy. Use Classification Code 80214. This is an NOC classification.
Partnership Liability	80999	r	This classification is to be used as the governing classification when the individual insured dentist is also insured as either a partnership or corporation, as referenced in Coverage Rule 27.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed dentists.
X-ray Therapy – by employed dentists	80214	r	
by insured dentists	80215	r	

Table #10(CT) Dentists Risks – General Classifications – Additional Charges

The following classification applies for dentists while in the active United States Military Service:

Description	Class Code	Premium Base	Notes
Dentists	80216	r	This classification is subject to an additional charge when the insured dentist does X-ray therapy work. Use the additional

			charge Classification Code 80217.
Additional Charge			
X-ray Therapy – by dentists in active United States Military Service only	80217	r	

Table #11(CT) Dentists – In Active U.S. Military Service Classifications

The following classifications apply for dentists employed full time by the Federal Government but not in active United States Military Service:

Description	Class Code	Premium Base	Notes
Dentists	80225	r	This classification applies to any dentist engaged in oral surgery or operative dentistry on patients rendered unconscious through the administering of any anesthesia or analgesia. Dentists who administer X-ray therapy are subject to an additional charge, as indicated.
Dentists	80223	r	This is an NOC classification. Dentists who administer X-ray therapy are subject to an additional charge, as indicated.
Additional Charge			
X-ray Therapy	80221	r	

Table #12(CT) Dentists – Employed By Federal Government Classifications

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CLASSIFICATIONS – MISCELLANEOUS MEDICAL PROFESSIONAL

Description	Class Code	Premium Base	Notes
Other Than Employees Professional Liability			
Acupuncturists	80966	r	
Art, Music and Dance Therapists	80967	r	
Chiropractors/Podiatrists	80993	r	<p>This is an NOC classification.</p> <p>This classification is subject to an additional charge when another chiropodist/podiatrist is employed by the insured chiropodist/podiatrist. Use the additional charge for employed chiropodists/podiatrists, Classification Code 80943, shown in Table #15(CT).</p> <p>Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).</p>
Chiropractors/Podiatrists in active United States Military Service	80935	r	
Chiropractors/Podiatrists employed full time by the Federal Government	80936	r	
Chiropractors	80410	r	<p>This classification is subject to an additional charge when another chiropractor is employed by the insured chiropractor. Use the additional charge for employed chiropractors, Classification Code 80411, shown in Table #15(CT).</p> <p>Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).</p>
Hearing Aid Fitters/Audiologists	80968	r	
Inhalation/Respiratory Therapists	80969	r	
Massage Therapists	80970	r	
Medical Technologists	80971	r	
Nutritionists/Dietitians	80972	r	
Occupational Therapists	80973	r	
Orthotists/Prosthetists	80974	r	

Psychologists	80975	r	
Employees Medical Professional Liability			
Dental Hygienists	80712	r	
Hearing Aid Fitters/Audiologists	80716	r	
Inhalation/Respiratory Therapists	80717	r	
Massage Therapists	80718	r	
Medical Laboratory Technicians	80711	r	
Medical Technologists	80719	r	
Nutritionists/Dietitians	80720	r	
Occupational Therapists	80721	r	
Opticians	80937	r	
Orthotists/Prosthetists	80722	r	
Pharmacists	59112	r	
Physiotherapists	80938	r	
Psychologists	80723	r	
X-ray Technicians	80713	r	This classification is subject to an additional charge when the insured X-ray technician does X-ray therapy work. Use additional charge Classification Code 80714, shown in Table #15(CT).

Table #13(CT) Miscellaneous Medical – Individual Risks

Description	Class Code	Premium Base	Notes
Nurses Medical Professional Liability			
Midwives	80962	r	<p>This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT).</p> <p>This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).</p>
			This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960,

Nurses – LPNs	80963	r	shown in Table #15(CT). This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).
	80964	r	This classification is subject to an additional charge when insured nurses or midwives are also anesthetists. Use additional charge Classification Code 80960, shown in Table #15(CT). This classification is also subject to an additional charge when the insured nurses or midwives administer X-ray therapy. Use additional charge Classification Code 80714, shown in Table #15(CT).
Nurse Practitioners	80965	r	
Optometrists	80994	r	This classification is subject to an additional charge when another optometrist is employed by the insured optometrist. Use the additional charge for employed optometrists, Classification Code 80944, shown in Table #15(CT). Corporations and partnerships are subject to an additional charge, shown in Table #15(CT).
Physiotherapists	80995	r	This classification is subject to an additional charge when there is another physiotherapist employed by the insured physiotherapist. Use the additional charge for employed physiotherapists, Classification Code 80945, shown in Table #15(CT). Corporations and partnerships are subject to an additional charge, shown in Table #15(CT). This is an NOC

			classification.
Physiotherapists in active United States Military Service	80911	r	
Physiotherapists employed full time by the Federal Government	80912	r	
Veterinarians	07226	r	This classification is subject to an additional charge when there is another veterinarian employed by the insured veterinarian. Use the additional charge for employed veterinarians, Classification Code 07221, shown in Table #15(CT). This is an NOC classification.
Veterinarians – Household Pets	07225	r	This classification is subject to an additional charge when there is another veterinarian employed by the insured veterinarian. Use the additional charge for employed veterinarians, Classification Code 07221, shown in Table #15(CT).

Table #14(CT) Miscellaneous Medical – Individual Risks

Description	Class Code	Premium Base	Notes
Chiropodists/Podiatrists			
Employed Chiropodists/Podiatrists	80943	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80950	r	This classification is to be used as the governing classification when the individual insured chiropodist/podiatrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropodists/podiatrists.

Partnership Liability	80950	r	This classification is to be used as the governing classification when the individual insured chiropodist/podiatrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropodists/podiatrists.
Chiropractors			
Employed Chiropractors	80411	r	The rate for this additional charge classification applies not only to employees who are individual insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80412	r	This classification is to be used as the governing classification when the individual insured chiropractor is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropractors.
Partnership Liability	80412	r	This classification is to be used as the governing classification when the individual insured chiropractor is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed chiropractors.
Employees Medical Professional Liability			
X-ray Therapy	80714	r	
Nurses Medical Professional Liability			
Anesthetists	80960	r	
X-ray Therapy	80714	r	
Optometrists			
			The rate for this additional charge classification applies not only to employees who are individual

Employed Optometrists	80944	r	insureds but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80956	r	This classification is to be used as the governing classification when the individual insured optometrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed optometrists.
Partnership Liability	80956	r	This classification is to be used as the governing classification when the individual insured optometrist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed optometrists.
Physiotherapists			
Employed Physiotherapists	80945	r	The rate for this additional charge classification applies not only to employees of individual insured physiotherapists but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	80955	r	This classification is to be used as the governing classification when the individual insured physiotherapist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed physiotherapists.
			This classification is to be used as the governing classification when

Partnership Liability	80955	r	the individual insured physiotherapist is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed physiotherapists.
Veterinarians			
Employed Veterinarians	07221	r	The rate for this additional charge classification applies not only to employees of individual insured physiotherapists but also to employees of partnerships, limited liability companies, corporations or professional associations practicing medicine. It applies per employee regardless of the number of partners or members. It applies also to such personnel in pathological or X-ray laboratories operated or supervised by the insured.
Corporate Liability	07222	r	This classification is to be used as the governing classification when the individual insured veterinarian is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed veterinarians.
Partnership Liability	07222	r	This classification is to be used as the governing classification when the individual insured veterinarian is also insured as either a partnership or corporation, as referenced in Rule 28.F. and G., respectively. This classification is subject to any applicable additional charge classifications for employed veterinarians.

Table #15(CT) Miscellaneous Medical – Additional Charges – Individual Risks

Description	Class Code	Premium Base	Notes
Blood Banks	80992	d	
Medical or X-ray Laboratories	80715	t	The unit of exposure to which the rates are applied is each \$1000 of receipts.

Table #16(CT) Other-Than-Individual Risks

Description	Class Code	Premium Base	Notes
Emergency Medical Technicians and Paramedics	80976	r	

Ambulance Attendants

80977

r

Table #17(CT) Paraprofessionals

FOR APPROVED SPECIALTY BOARDS AND CERTIFICATE CATEGORIES

American Board Of	General Certificate	Subspecialty Categories
Allergy & Immunology	Allergy & Immunology	Clinical & Laboratory Immunology
Anesthesiology	Anesthesiology	Critical Care Medicine Hospice and Palliative Medicine Pain Medicine
Colon & Rectal Surgery	Colon & Rectal Surgery	
Dermatology	Dermatology	Dermatopathology Clinical & Laboratory Dermatological Immunology Pediatric Dermatology
Emergency Medicine	Emergency Medicine	Hospice and Palliative Medicine Medical Toxicology Pediatric Emergency Medicine Sports Medicine Undersea & Hyperbaric Medicine
Family Medicine	Family Medicine	Adolescent Medicine Geriatric Medicine Hospice and Palliative Medicine Sports Medicine
Internal Medicine	Internal Medicine	Adolescent Medicine Clinical Cardiac Electrophysiology Cardiovascular Disease Critical Care Medicine Clinical & Laboratory Immunology Endocrinology Diabetes and Metabolism Gastroenterology Geriatric Medicine Hematology Hospice and Palliative Medicine Infectious Disease Interventional Cardiology Medical Oncology Nephrology Pulmonary Disease Rheumatology Sleep Medicine Sports Medicine Transplant Hepatology
Medical Genetics	Clinical Biochemical Genetics Clinical Cytogenetics Clinical Genetics (M.D.) Clinical Molecular Genetics Ph.D. Medical Genetics	Molecular Genetic Pathology

Neurological Surgery	Neurological Surgery	
Nuclear Medicine	Nuclear Medicine	
Obstetrics & Gynecology	Obstetrics & Gynecology	Critical Care Medicine Gynecological Oncology Hospice and Palliative Medicine Maternal & Fetal Medicine Reproductive Endocrinology
Ophthalmology	Ophthalmology	
Orthopaedic Surgery	Orthopaedic Surgery	Orthopaedic Sports Medicine Hand Surgery
Otolaryngology	Otolaryngology	Neurotology Pediatric Otolaryngology Plastic Surgery Within The Head and Neck Sleep Medicine
Pathology	Anatomic & Clinical Pathology Pathology – Anatomic Pathology – Clinical	Blood Banking/Transfusion Medicine Chemical Pathology Cytopathology Dermatopathology Forensic Pathology Hematology Immunopathology Medical Microbiology Molecular Genetic Pathology Neuropathology Pediatric Pathology
Pediatrics	Pediatrics	Adolescent Medicine Blood Banking/Transfusion Medicine Child Abuse Pediatrics Clinical & Laboratory Immunology Developmental Behavioral Pediatrics Hospice and Palliative Medicine Medical Toxicology Neonatal-perinatal Medicine Neurodevelopmental Disabilities Pediatric Cardiology Pediatric Critical Care Medicine Pediatric Emergency Medicine Pediatric Endocrinology Pediatric Gastroenterology Pediatric Hematology-Oncology Pediatric Infectious Disease Pediatric Nephrology Pediatric Pulmonology Pediatric Rheumatology Pediatric Transplant Hepatology Sleep Medicine Sports Medicine

Physical Medicine & Rehabilitation	Physical Medicine & Rehabilitation	Hospice and Palliative Medicine Pain Medicine Neuromuscular Medicine Pediatric Rehabilitation Medicine Spinal Cord Injury Medicine Sports Medicine
Plastic Surgery	Plastic Surgery	Surgery of the Hand Plastic Surgery of the Head and Neck
Preventive Medicine	Aerospace Medicine Occupational Medicine Public Health & General Preventive Medicine	Medical Toxicology Undersea and Hyperbaric Medicine
Psychiatry & Neurology	Psychiatry Neurology Neurology with Special Qualifications In Child Neurology	Addiction Psychiatry Child & Adolescent Psychiatry Clinical Neurophysiology Forensic Psychiatry Geriatric Psychiatry Hospice and Palliative Medicine Neurodevelopmental Disabilities Neuromuscular Medicine Pain Medicine Psychosomatic Medicine Sleep Medicine Vascular Neurology
Radiology	Diagnostic Radiology Radiation Oncology Radiological Physics	Hospice and Palliative Medicine Neuroradiology Nuclear Radiology Pediatric Radiology Vascular & Interventional Radiology
Surgery	Vascular Surgery	Hospice and Palliative Medicine Pediatric Surgery Surgery of the Hand Surgical Critical Care
Thoracic Surgery	Thoracic Surgery	
Urology	Urology	Pediatric Urology
Reprinted from the 2006 Annual Report and information available on the American Board of Medical Specialties (ABMS) website www.abms.org		

Table #18(CT) Approved Specialty Boards And Certificate Categories

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**Illinois State
Territory Pages**

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TERRITORY PAGES

ILLINOIS (12)**TERRITORIES**

Hospital Professional Liability

Miscellaneous Liability – Professional – Excluding
Veterinarians Professional LiabilityPhysicians, Surgeons and Dentists Professional
LiabilityCOOK
COUNTY..... 001REMAINDER OF
STATE..... 002

Veterinarians Professional Liability

ENTIRE
STATE..... 999

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Coverage Rules:

- Rule 26-Hospital Professional Liability Coverage
- Rule 27-Physicians, Surgeons & Dentists Professional Liability Coverage
- Rule 28-Allied Health Care Providers Professional Liability Coverage
- Rule 29-Blood Banks Professional Liability Coverage
- Rule 30-Diagnostic Testing Laboratories Professional Liability Coverage
- Rule 31-Optometrists Professional Liability Coverage
- Rule 32-Veterinarians Professional Liability Coverage

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**COMMERCIAL LINES MANUAL
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EXCEPTION PAGES**

ILLINOIS (12)

RULE 26. HOSPITAL PROFESSIONAL LIABILITY COVERAGE

Paragraph **A.4.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

- (1)** Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**
- (2)** Illinois Changes **PR 01 56.**
- (3)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

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**COMMERCIAL LINES MANUAL
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RULE 26. HOSPITAL PROFESSIONAL LIABILITY COVERAGE

A. Description Of Hospital Professional Liability Coverage

1. Two standard coverage forms are available for Hospital Professional Liability risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional health care services; or
 - b. Arising out of the involvement of any person with a formal accreditation, standards review or equivalent professional board or committee or by a person charged with executing the directives of such board or committee.
3. For a description of the risks for which this coverage form may be used, refer to the Classification Table Section.
4. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Hospital Professional Liability Coverage Form (Occurrence Version) PR 00 03.
 - (2) Hospital Professional Liability Coverage Form (Claims-made Version) PR 00 04.
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement IL 00 21.
 - (2) Common Policy Conditions Endorsement IL 00 17.
 - c. Refer to mandatory state endorsements listed in the state exceptions.
5. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit for each Medical Incident, subject to a \$1,500,000 Aggregate Limit.
2. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
3. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with Rule 17.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement PR 20 09.
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement PR 20 12.

2. Additional Charge – Refer To Company

For health care professionals who are not employed by the named insured, use Additional Insured – Health Care Professionals Not Employed By You Endorsement PR 20 08.

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per medical incident basis. Use Deductible Liability Insurance Endorsement **PR 03 00**.

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**COMMERCIAL LINES MANUAL
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MEDICAL PROFESSIONAL LIABILITY
EXCEPTION PAGES**

ILLINOIS (12)

RULE 27. PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE

Paragraph A.5.c. is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes PR 01 55.
- (3) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 27. PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Physicians, Surgeons And Dentists Professional Liability Coverage

1. Two standard coverage forms are available for Physicians, Surgeons And Dentists risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional medical or dental services; and
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. For a description of the risks for which this coverage form may be used, refer to the Classification Table Section.
4. Policies may be written to cover:
 - a. Individual liability;
 - b. Partnership, limited liability company, association or corporation professional liability; or
 - c. both a. and b.
5. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Physicians, Surgeons And Dentists Liability Professional Coverage Form (Occurrence Version)
PR 00 01.
 - (2) Physicians, Surgeons And Dentists Professional Liability Coverage Form (Claims-made Version)
PR 00 02.
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21.**
 - (2) Common Policy Conditions Endorsement **IL 00 17.**
 - c. Refer to mandatory state endorsements listed in the state exceptions.
6. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Medical Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.
2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with Rule 17.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

a. Additional Insured – Controlling Interest Endorsement PR 20 11.

b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement PR 20 12.

2. Additional Charge – Refer To Company

For the named insured's employees, other than employed physicians, surgeons or dentists use Additional Insured – Employees Endorsement PR 20 00(For Occurrence Version) or PR 20 01 (For Claims-made Version).

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per medical incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement PR 03 02.

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.
2. Professional corporations consisting of a single individual must be treated as additional insureds.

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ILLINOIS (12)

RULE 28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

Paragraph **A.4.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes PR 01 55.
- (3) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Allied Health Care Providers Professional Liability Coverage

1. Two standard coverage forms are available for Allied Health Care Providers risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional health care services; or
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. Allied Health Care Providers risks are those health care professionals that are not licensed physicians or surgeons. This group includes nurses, chiropractors, chiropodists, podiatrists, lab or x-ray technicians and physiotherapists. For a description of the risks for which this coverage form may be used, refer to the Classification Section.
4. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Allied Health Care Providers Professional Liability Coverage Form (Occurrence Version) **PR 00 05.**
 - (2) Allied Health Care Providers Professional Liability Coverage Form (Claims-made Version) **PR 00 06.**
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21.**
 - (2) Common Policy Conditions Endorsement **IL 00 17.**
 - c. Refer to mandatory state endorsements listed in the state exceptions.
5. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Medical Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.
2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with Rule 17.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement **PR 20 11**.
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement **PR 20 12**.

2. Additional Charge – Refer To Company

For the named insured's employees, use Additional Insured – Employees Endorsement **PR 20 02**(For Occurrence Version) or **PR 20 03** (For Claims-made Version) .

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per medical incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement **PR 03 02**.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

- 1. The partnership liability rate for each partner (or member of a limited liability company); and
- 2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

- 1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.
- 2. Professional corporations consisting of a single individual must be treated as additional insureds.

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ILLINOIS (12)

RULE 29. BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE

Paragraph **A.3.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes PR 01 56.
- (3) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 29. BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Blood Banks Professional Liability Coverage

1. Two standard coverage forms are available for Blood Banks risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions in:
 - a. The providing of or failure to provide professional health care services in connection with the making of a blood donation; and
 - b. The handling or distribution of any blood products, including any representation or warranty made at any time with respect to any blood product.
3. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Blood Banks Professional Liability Coverage Form (Occurrence Version) **PR 00 07**.
 - (2) Blood Banks Professional Liability Coverage Form (Claims-made Version) **PR 00 08**.
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21**.
 - (2) Common Policy Conditions Endorsement **IL 00 17**.
 - c. Refer to mandatory state endorsements listed in the state exceptions.
4. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit for each Medical Incident, subject to the \$1,500,000 Aggregate Limit.
2. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
3. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

1. For increased limits tables, refer to state tables in accordance with **Rule 17**.
2. Use the increased limit factors applicable to Allied Health Care Providers.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement **PR 20 09**.
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement **PR 20 12**.

2. Additional Charge – Refer To Company

For health care professionals who are not employed by the named insured, use Additional Insured – Health Care Professionals Not Employed By You Endorsement **PR 20 08**.

E. Deductible Endorsement

1. When deductible insurance is selected by the insured, the deductible applies on a per medical incident basis. Use Deductible Liability Insurance Endorsement **PR 03 00**.

2. Use the deductible discount factors applicable to Allied Health Care Providers.

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RULE 30. DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE

Paragraph A.3.c. is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes PR 01 56.
- (3) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 30. DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE

A. Description Of Diagnostic Testing Laboratories Professional Liability Coverage

1. Two standard coverage forms are available for Diagnostic Testing Laboratories risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions in the providing of or failure to provide professional diagnostic testing services in the:
 - a. Performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or
 - b. Taking of diagnostic tests.
3. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Diagnostic Testing Laboratories Professional Liability Coverage Form (Occurrence Version) PR 00 09.
 - (2) Diagnostic Testing Laboratories Professional Liability Coverage Form (Claims-made Version) PR 00 10.
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement IL 00 21.
 - (2) Common Policy Conditions Endorsement IL 00 17.
 - c. Refer to mandatory state endorsements listed in the state exceptions.
4. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarations
 make up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit for each Laboratory Incident, subject to the \$1,500,000 Aggregate Limit.
2. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
3. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

1. For increased limits tables, refer to state tables in accordance with Rule 17.
2. Use the increased limit factors applicable to Allied Health Care Providers.

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement PR 20 10.
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement PR 20 12.

2. Additional Charge – Refer To Company

For health care professionals who are not employed by the named insured, use Additional Insured – Health Care Professionals Not Employed By You Endorsement PR 20 08.

E. Deductible Endorsement

1. When deductible insurance is selected by the insured, the deductible applies on a per laboratory incident basis. Use Deductible Liability Insurance Endorsement **PR 03 01**.
2. Professional corporations consisting of a single individual must be treated as additional insureds.
3. **Use the deductible discount factors applicable to Allied Health Care Providers.**

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ILLINOIS (12)

RULE 31. OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE

Paragraph **A.3.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes PR 01 55.
- (3) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 31. OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Optometrists Professional Liability Coverage

1. Two standard coverage forms are available for Optometrists risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional optometric services; or
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Optometrists Professional Liability Coverage Form (Occurrence Version) **PR 00 11.**
 - (2) Optometrists Professional Liability Coverage Form (Claims-made Version) **PR 00 12.**
 - b. Refer to mandatory multistate endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21.**
 - (2) Common Policy Conditions Endorsement **IL 00 17.**
 - c. Refer to mandatory state endorsements listed in the state exceptions.
4. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Optometric Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.
2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with **Rule 17.**

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement **PR 20 11.**
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement **PR 20 12.**

2. Additional Charge – Refer To Company

For the named insured's employees, other than employed optometrists, use Additional Insured –

Employees Endorsement PR 20 04(For Occurrence Version) or PR 20 05 (For Claims-made Version).

E. Deductible Endorsement

1. When deductible insurance is selected by the insured, the deductible applies on a per optometric incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement PR 03 03.
2. Use the deductible discount factors applicable to Allied Health Care Providers.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.
2. Professional corporations consisting of a single individual must be treated as additional insureds.

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RULE 32. VETERINARIANS PROFESSIONAL LIABILITY COVERAGE

Paragraph A.3.c. is replaced by the following:

c. Refer to mandatory state endorsements:

- (1) Illinois Changes – Cancellation And Nonrenewal PR 02 05.
- (2) Illinois Changes – Defense Costs Endorsement IL 01 62.

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RULE 32. VETERINARIANS PROFESSIONAL LIABILITY COVERAGE

A. Description Of Veterinarians Professional Liability Coverage

1. Two standard coverage forms are available for Veterinarian risks. One coverage form provides coverage on an occurrence basis and one coverage form provides coverage on a claims-made basis.
2. These coverage forms provide coverage against claims for injuries arising out of acts or omissions:
 - a. In the providing of or failure to provide professional veterinarian services; or
 - b. Arising out of the insured's involvement with a formal accreditation, standards review or equivalent professional board or committee.
3. For details of coverage:
 - a. Refer to coverage forms:
 - (1) Veterinarians Professional Liability Coverage Form (Occurrence Version) **PR 00 13.**
 - (2) Veterinarians Professional Liability Coverage Form (Claims-made Version) **PR 00 14.**
 - b. Refer to mandatory endorsements:
 - (1) Broad Form Nuclear Exclusion Endorsement **IL 00 21.**
 - (2) Common Policy Conditions Endorsement **IL 00 17.**
 - c. Refer to mandatory state endorsements listed in the state exceptions.
4. The appropriate:
 - a. Coverage form;
 - b. Mandatory endorsements (including those required for use in a particular jurisdiction);
 - c. Other applicable endorsements; and
 - d. Declarationsmake up a Coverage Part.

B. Basic Limits

1. Company rates are shown at a \$500,000 limit:
 - a. For each Veterinary Incident, subject to a \$1,500,000 Individual Professional Liability Aggregate Limit; or
 - b. For each Business Entity Incident, subject to a \$1,500,000 Partnership, Limited Liability Company, Association Or Corporation Professional Liability Aggregate Limit.
2. The limits described in Paragraph 1. apply separately to individual and partnership liability. For individual liability, the limits also apply separately to each individual named insured. For partnership liability, only one set of limits applies regardless of the number of insureds.
3. The Aggregate Limit applies separately to each year of the policy or any applicable policy period less than one year (other than an extension of less than one year after the policy is issued).
4. The Aggregate Limit may be reinstated when exhausted. Refer to company.

C. Increased Limits

For increased limits tables, refer to state tables in accordance with **Rule 17.**

D. Additional Interests

Policies may be written to cover the following additional interests:

1. No Additional Charge

- a. Additional Insured – Controlling Interest Endorsement **PR 20 11.**
- b. Additional Insured – Executors, Administrators, Trustees Or Beneficiaries Endorsement **PR 20 12.**

2. Additional Charge – Refer To Company

For the named insured's employees, other than employed veterinarians, use Additional Insured –

Employees Endorsement PR 20 06(For Occurrence Version) or PR 20 07 (For Claims-made Version).

E. Deductible Endorsement

When deductible insurance is selected by the insured, the deductible applies on a per veterinary incident and/or per business entity incident basis. Use Deductible Liability Insurance Endorsement PR 03 04.

F. Partnership Or Limited Liability Company Professional Liability

When both partnership, or limited liability company, professional liability and individual liability are covered, compute the premium using:

1. The partnership liability rate for each partner (or member of a limited liability company); and
2. The appropriate rate for each employee of the partnership or limited liability company, if any.

G. Professional Association Or Corporation Professional Liability

1. Classify and rate such risks which practice medicine or dentistry the same as partnerships; that is, classify the stockholders in the same manner as partners and the association or corporation in the same manner as partnerships.
2. Professional corporations consisting of a single individual must be treated as additional insureds.

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**Empire Fire and Marine Insurance Company Replacement of
ISO Schedule Rating Plan**

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COMMERCIAL LINES MANUAL**RATING PLANS****HOSPITAL PROFESSIONAL LIABILITY AND INCIDENTAL LIABILITY EXPERIENCE AND SCHEDULE RATING PLAN****RULE 8.****SCHEDULE RATING**

A schedule rating modification may also be applied to the otherwise chargeable premium in accordance with the following table, subject to a maximum credit or debit of 25% to reflect characteristics which may be either (1) known characteristics of the risk which are not reflected in its experience or company rate, or (2) changes in the nature of the risk since the end of the experience period.

Risk Characteristic	Description	Credit (Up To)	Debit (Up To)
Medical Audit System	Existence of an effective medical audit system which includes surgical procedures and ties into the physician credentialing process.	10%	XXX
	Lack of a system as described in the previous paragraph.	XXX	10%
Patient Safety	Existence of an effective management level patient safety committee.	5%	XXX
	Lack of the committee as described in the previous paragraph.	XXX	5%
Patient Incident Reporting System	Existence of an effective patient incident reporting and analysis system which includes all hospital and medical staff.	5%	XXX
	Lack of a system as described in the preceding paragraph.	XXX	5%
Education	Existence of effective continuing educational programs for nurses and physicians.	2%	XXX
	Lack of educational program as described in the preceding paragraph.	XXX	2%
Accreditations	Accreditation by Joint Commission on Accreditation of Hospitals or the American Osteopathic Association (or certification by Medicare).	5%	XXX
	Lack of accreditations as described in the preceding paragraph.	XXX	5%
Fire Protection	Compliance with National Fire Protection Association standards.	5%	XXX
	Lack of compliance with the standards described in the		

Equipment	previous paragraph.	XXX	5%
	Effective preventive maintenance of professional and other equipment.	3%	XXX
	Lack of maintenance as described in the previous paragraph.	XXX	3%
Loss Prevention	Compliance with insurance company loss prevention recommendations, if any, relating to items other than those previously described.	10%	XXX
	Non-compliance with the recommendations as described in the preceding paragraph.	XXX	10%

Table 8. Schedule Rating Modifications

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Company Replacement of ISO Schedule Rating Plan

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RATING PLAN PAGE

ILLINOIS

The risk may be further modified in accordance with the following schedule rating tables to reflect such characteristics of the risk as are not reflected in the experience.			
SCHEDULE RATING TABLE			
Risk Characteristics		Range of Modification	
		Maximum Credit	Maximum Debit
A. Management:			
	Superior senior management as evidenced by professional designations, post-graduate academic degrees, etc.	10%	
	Lack of expected procedures and processes regarding medical reviews, reviews of patient care and safety, and incident report.		25%
B. Employees			
	Lower than normal turnover of professional staff and higher than normal average years of experience for professional staff.	10%	
	Higher than normal turnover of professional staff and lower than normal average years of experience for professional staff.		10%
C. Professional Procedures			
	Documentation of required professional procedures that go beyond normal standards.	10%	
	Lack of documentation for professional procedural standards.		25%
D. Education and Training:			
	Existence of a continuing education program for professional employees that exceeds state requirements.	10%	
	Lack of a continuing education program that meets state requirements.		25%
E. Accreditations:			
	Accreditation by Commission On Accreditation of Ambulance Services	5%	0%
F. Equipment:			
	Use of superior quality equipment and adherence to manufacturers suggested maintenance program.	10%	
	Use of lower quality equipment and lack of preventive maintenance program.		10%
G. Loss Prevention:			
	Compliance with any insurance company loss prevention recommendations when made.	5%	
	Failure to comply with insurance company recommendations.		10%
H. Nonstandard Professional Exposures			
	Regular operation under circumstances which are unusual for an ambulance operation which increase professional exposure.	0%	15%
Maximum Credit/Debit No Min or Max%			

Company Exceptions to ISO Coverage Rules

Rule 28-Allied Health Care Providers Professional Liability Coverage

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COUNTRYWIDE

SECTION II
COVERAGE RULES

RULE 28.

ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

Paragraph 28.4.B. Basic Limits is deleted in its entirety.

Hospital Professional Liability Schedule Rating Plan:

Rule 8-Schedule Rating

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COMMERCIAL LINES MANUAL**RATING PLANS****HOSPITAL PROFESSIONAL LIABILITY AND INCIDENTAL LIABILITY EXPERIENCE AND SCHEDULE RATING PLAN****RULE 8.****SCHEDULE RATING**

A schedule rating modification may also be applied to the otherwise chargeable premium in accordance with the following table, subject to a maximum credit or debit of 25% to reflect characteristics which may be either (1) known characteristics of the risk which are not reflected in its experience or company rate, or (2) changes in the nature of the risk since the end of the experience period.

Risk Characteristic	Description	Credit (Up To)	Debit (Up To)
Medical Audit System	Existence of an effective medical audit system which includes surgical procedures and ties into the physician credentialing process.	10%	XXX
	Lack of a system as described in the previous paragraph.	XXX	10%
Patient Safety	Existence of an effective management level patient safety committee.	5%	XXX
	Lack of the committee as described in the previous paragraph.	XXX	5%
Patient Incident Reporting System	Existence of an effective patient incident reporting and analysis system which includes all hospital and medical staff.	5%	XXX
	Lack of a system as described in the preceding paragraph.	XXX	5%
Education	Existence of effective continuing educational programs for nurses and physicians.	2%	XXX
	Lack of educational program as described in the preceding paragraph.	XXX	2%
Accreditations	Accreditation by Joint Commission on Accreditation of Hospitals or the American Osteopathic Association (or certification by Medicare).	5%	XXX
	Lack of accreditations as described in the preceding paragraph.	XXX	5%
Fire Protection	Compliance with National Fire Protection Association standards.	5%	XXX
	Lack of compliance with the standards described in the		

Equipment	previous paragraph.	XXX	5%
	Effective preventive maintenance of professional and other equipment.	3%	XXX
	Lack of maintenance as described in the previous paragraph.	XXX	3%
Loss Prevention	Compliance with insurance company loss prevention recommendations, if any, relating to items other than those previously described.	10%	XXX
	Non-compliance with the recommendations as described in the preceding paragraph.	XXX	10%

Table 8. Schedule Rating Modifications

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